

1 A bill to be entitled
2 An act relating to electronic delivery of notices
3 between landlords and tenants; creating s. 83.505,
4 F.S.; authorizing a landlord or tenant to
5 electronically deliver notices to the other party if
6 certain conditions are met; requiring an addendum to a
7 rental agreement to be in a specified form;
8 authorizing a party to revoke his or her agreement to
9 electronic delivery without invalidating notices
10 previously sent by e-mail; specifying when such
11 revocation takes effect; authorizing a party to update
12 his or her e-mail address; specifying when such update
13 takes effect; providing that a notice delivered by e-
14 mail is deemed delivered at the time the e-mail is
15 sent; providing an exception; requiring the sender of
16 the e-mail to maintain certain information; providing
17 construction; amending ss. 83.49, 83.50, 83.51, 83.56,
18 and 83.575, F.S.; conforming provisions to changes
19 made by the act; making technical changes; providing
20 an effective date.

21
22 Be It Enacted by the Legislature of the State of Florida:

23
24 Section 1. Section 83.505, Florida Statutes, is created to
25 read:

51 providing written notice to the tenant which is effective
52 upon delivery of such written notice and does not affect
53 the validity of any notice that was previously sent by e-
54 mail.

55
56 I may update my e-mail address designated for electronic
57 delivery at any time by providing written notice to the
58 tenant specifying the new e-mail address, which takes
59 effect upon delivery of such notice.

60
61 Tenant election:

62
63 Notices from a landlord may contain time-sensitive
64 information about a tenant's housing. The election to
65 receive notices from the landlord by e-mail is voluntary.

66
67 I ...(name)..., the tenant, agree to receive notices
68 required by the rental agreement or under part II of
69 chapter 83, Florida Statutes, from the landlord by e-mail.
70 I designate the following e-mail address for receipt of
71 notices from the landlord: ...(tenant's e-mail address)....

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

73
74 I may revoke my agreement to receive notices by e-mail by
75 providing written notice to the landlord which is effective

76 upon delivery of such written notice and does not affect
77 the validity of any notice that was previously sent by e-
78 mail.

79
80 I may update my e-mail address designated for electronic
81 delivery at any time by providing written notice to the
82 landlord specifying the new e-mail address, which takes
83 effect upon delivery of such notice.

84
85 (2) A party who agrees to electronic delivery may revoke
86 such agreement at any time by providing written notice to the
87 other party. Such revocation takes effect upon delivery of the
88 written notice to the other party and does not affect the
89 validity of any notice previously sent by e-mail.

90 (3) A party may update the e-mail address designated for
91 electronic delivery at any time by providing written notice to
92 the other party specifying the new e-mail address. The update
93 takes effect upon delivery of the written notice to the other
94 party.

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

98 (5) The sender of the e-mail must maintain a copy of any
99 notice sent electronically and evidence of the transmission of
100 the e-mail.

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

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

106 83.49 Deposit money or advance rent; duty of landlord and
 107 tenant.—

108 (2) The landlord shall, in the lease agreement or within
 109 30 days after receipt of advance rent or a security deposit,
 110 give written notice to the tenant which includes disclosure of
 111 the advance rent or security deposit. Subsequent to providing
 112 such written notice, if the landlord changes the manner or
 113 location in which he or she is holding the advance rent or
 114 security deposit, he or she must notify the tenant within 30
 115 days after the change as provided in paragraphs (a)-(d). The
 116 landlord is not required to give new or additional notice solely
 117 because the depository has merged with another financial
 118 institution, changed its name, or transferred ownership to a
 119 different financial institution. This subsection does not apply
 120 to any landlord who rents fewer than five individual dwelling
 121 units. Failure to give this notice is not a defense to the
 122 payment of rent when due. The written notice must:

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

125 (d) Contain the following disclosure:

126
127 YOUR RENTAL AGREEMENT ~~LEASE~~ REQUIRES PAYMENT OF CERTAIN
128 DEPOSITS. THE LANDLORD MAY TRANSFER ADVANCE RENTS TO THE
129 LANDLORD'S ACCOUNT AS THEY ARE DUE AND WITHOUT NOTICE. WHEN YOU
130 MOVE OUT, YOU MUST GIVE THE LANDLORD YOUR NEW ADDRESS SO THAT
131 THE LANDLORD CAN SEND YOU NOTICES REGARDING YOUR DEPOSIT. THE
132 LANDLORD MUST PROVIDE YOU WRITTEN MAIL ~~YOU~~ NOTICE IN PERSON, BY
133 MAIL, OR BY E-MAIL IN ACCORDANCE WITH SECTION 83.505, FLORIDA
134 STATUTES, WITHIN 30 DAYS AFTER YOU MOVE OUT, OF THE LANDLORD'S
135 INTENT TO IMPOSE A CLAIM AGAINST THE DEPOSIT. IF YOU DO NOT
136 REPLY TO THE LANDLORD STATING YOUR OBJECTION TO THE CLAIM WITHIN
137 15 DAYS AFTER RECEIPT OF THE LANDLORD'S WRITTEN NOTICE, THE
138 LANDLORD WILL COLLECT THE CLAIM AND MUST MAIL YOU THE REMAINING
139 DEPOSIT, IF ANY.

140
141 IF THE LANDLORD FAILS TO TIMELY PROVIDE ~~MAIL~~ YOU NOTICE, THE
142 LANDLORD MUST RETURN THE DEPOSIT BUT MAY LATER FILE A LAWSUIT
143 AGAINST YOU FOR DAMAGES. IF YOU FAIL TO TIMELY OBJECT TO A
144 CLAIM, THE LANDLORD MAY COLLECT FROM THE DEPOSIT, BUT YOU MAY
145 LATER FILE A LAWSUIT CLAIMING A REFUND.

146
147 YOU SHOULD ATTEMPT TO INFORMALLY RESOLVE ANY DISPUTE BEFORE
148 FILING A LAWSUIT. GENERALLY, THE PARTY IN WHOSE FAVOR A JUDGMENT
149 IS RENDERED WILL BE AWARDED COSTS AND ATTORNEY FEES PAYABLE BY
150 THE LOSING PARTY.

151
152 THIS DISCLOSURE IS BASIC. PLEASE REFER TO PART II OF CHAPTER 83,
153 FLORIDA STATUTES, TO DETERMINE YOUR LEGAL RIGHTS AND
154 OBLIGATIONS.

155
156 (3) The landlord or the landlord's agent may disburse
157 advance rents from the deposit account to the landlord's benefit
158 when the advance rental period commences and without notice to
159 the tenant. For all other deposits:

160 (a) Upon the vacating of the premises for termination of
161 the rental agreement ~~lease~~, if the landlord does not intend to
162 impose a claim on the security deposit, the landlord must ~~shall~~
163 ~~have 15 days to~~ return the security deposit together with
164 interest if otherwise required within 15 days after the
165 termination of the rental agreement. If the landlord intends to
166 impose a claim on the deposit, ~~or~~ the landlord must, within 30
167 days after the termination of the rental agreement, provide
168 ~~shall have 30 days to give~~ the tenant written notice by
169 certified mail to the tenant's last known mailing address or by
170 e-mail in accordance with s. 83.505 of his or her intention to
171 impose a claim on the deposit and the reason for imposing the
172 claim. The written notice must ~~shall~~ contain a statement in
173 substantially the following form:

174
175 This is a notice of my intention to impose a claim for

176 damages in the amount of upon your security deposit, due to
177 It is sent to you as required by s. 83.49(3), Florida
178 Statutes. You are hereby notified that you must object in
179 writing to this deduction from your security deposit within 15
180 days after ~~from~~ the time you receive this notice or I will be
181 authorized to deduct my claim from your security deposit. Your
182 objection must be sent to ...(landlord's address)....

183

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

189 (4) ~~The provisions of~~ This section does ~~de~~ not apply to
190 transient rentals by hotels or motels as defined in chapter 509
191 ~~or; nor do they apply~~ in those instances in which the amount of
192 rent or deposit, or both, is regulated by law or by rules or
193 regulations of a public body, including public housing
194 authorities and federally administered or regulated housing
195 programs including s. 202, s. 221(d)(3) and (4), s. 236, or s. 8
196 of the National Housing Act, as amended, other than for rent
197 stabilization. With the exception of subsections (3), (5), and
198 (6), this section is not applicable to housing authorities or
199 public housing agencies created pursuant to chapter 421 or other
200 statutes.

201 (5) Except when otherwise provided by the terms of a
202 written rental agreement ~~lease~~, any tenant who vacates or
203 abandons the premises before ~~prior to~~ the expiration of the term
204 specified in the rental agreement ~~written lease~~, or any tenant
205 who vacates or abandons premises which are the subject of a
206 tenancy from week to week, month to month, quarter to quarter,
207 or year to year, must ~~shall~~ give at least 7 days' written notice
208 by certified mail or personal delivery to the landlord before
209 ~~prior to~~ vacating or abandoning the premises which notice must
210 ~~shall~~ include the address where the tenant may be reached.
211 Failure to give such notice relieves ~~shall relieve~~ the landlord
212 of the notice requirement of paragraph (3) (a) but does ~~shall~~ not
213 waive any right the tenant may have to the security deposit or
214 any part of it.

215 (8) Any person licensed under ~~the provisions of~~ s.
216 509.241, unless excluded by the provisions of this part, who
217 fails to comply with ~~the provisions of this part~~ is ~~shall be~~
218 subject to a fine or to the suspension or revocation of his or
219 her license by the Division of Hotels and Restaurants of the
220 Department of Business and Professional Regulation in the manner
221 provided in s. 509.261.

222 (9) In those cases in which interest is required to be
223 paid to the tenant, the landlord must ~~shall~~ pay directly to the
224 tenant, or credit against the current month's rent, the interest
225 due to the tenant at least once annually. However, a landlord is

226 not required to pay interest to ~~no interest shall be due~~ a
 227 tenant who wrongfully terminates his or her tenancy before ~~prior~~
 228 ~~to~~ the end of the rental term.

229 Section 3. Section 83.50, Florida Statutes, is amended to
 230 read:

231 83.50 Disclosure of landlord's address.—In addition to any
 232 other disclosure required by law, the landlord, or a person
 233 authorized to enter into a rental agreement on the landlord's
 234 behalf, shall disclose in writing to the tenant, at or before
 235 the commencement of the tenancy, the name and address of the
 236 landlord or a person authorized to receive notices and demands
 237 in the landlord's behalf. The person so authorized to receive
 238 notices and demands retains authority until the tenant is
 239 notified otherwise. All notices of such names and addresses or
 240 changes thereto must ~~shall~~ be delivered to the tenant's
 241 residence or, if specified in writing by the tenant, to any
 242 other address, or such notices may be sent by e-mail in
 243 accordance with s. 83.505.

244 Section 4. Paragraph (a) of subsection (2) of section
 245 83.51, Florida Statutes, is amended to read:

246 83.51 Landlord's obligation to maintain premises.—

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

251 1. The extermination of rats, mice, roaches, ants, wood-
 252 destroying organisms, and bedbugs. If the tenant must vacate
 253 ~~When vacation of the premises is required~~ for such
 254 extermination, the landlord is not liable for damages but must
 255 ~~shall~~ abate the rent. The landlord must provide 7 days' written
 256 notice, in person, by mail, or by e-mail in accordance with s.
 257 83.505, to the tenant if the tenant must temporarily vacate the
 258 ~~premises for a period of time not to exceed 4 days, on 7 days'~~
 259 ~~written notice, if necessary,~~ for extermination pursuant to this
 260 subparagraph. A tenant is only required to vacate the premises
 261 for a period of time not to exceed 4 days.

- 262 2. Locks and keys.
- 263 3. The clean and safe condition of common areas.
- 264 4. Garbage removal and outside receptacles therefor.
- 265 5. Functioning facilities for heat during winter, running
- 266 water, and hot water.

267 Section 5. Subsection (4) of section 83.56, Florida
 268 Statutes, is amended to read:

269 83.56 Termination of rental agreement.—

270 (4) The delivery of the written notices required by
 271 subsections (1), (2), and (3) shall be by mailing, delivering ~~or~~
 272 ~~delivery of~~ a true copy thereof, e-mailing in accordance with s.
 273 83.505, or, if the tenant is absent from the premises, by
 274 leaving a copy thereof at the residence. The notice requirements
 275 of subsections (1), (2), and (3) may not be waived in the rental

276 agreement lease.

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

279 83.575 Termination of tenancy with specific duration.—

280 (1) A rental agreement with a specific duration may
281 contain a provision requiring the tenant to notify the landlord
282 within a specified period before vacating the premises at the
283 end of the rental agreement, if such provision also requires the
284 landlord to notify the tenant in a manner prescribed by s.
285 83.56(4) within such notice period if the rental agreement will
286 not be renewed. ~~;~~ ~~however,~~ A rental agreement may not require
287 less than 30 days' notice or more than 60 days' notice from
288 either the tenant or the landlord.

289 (2) A rental agreement with a specific duration may
290 provide that if a tenant fails to give the required notice
291 before vacating the premises at the end of the rental agreement,
292 the tenant may be liable for liquidated damages as specified in
293 the rental agreement if the landlord provides written notice to
294 the tenant specifying the tenant's obligations under the
295 notification provision contained in the rental agreement lease
296 and the date the rental agreement is terminated. The landlord
297 must provide such written notice to the tenant in a manner
298 prescribed by s. 83.56(4) within 15 days before the start of the
299 notification period contained in the rental agreement lease. The
300 written notice must ~~shall~~ list all fees, penalties, and other

301 charges applicable to the tenant under this subsection.

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