House



LEGISLATIVE ACTION

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Senate	•
Comm: RCS	•
03/12/2025	
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The Committee on Judiciary (Bradley) recommended the following:
Senate Amendment (with title amendment)
Delete everything after the enacting clause
and insert: Section 1. Section 83.512, Florida Statutes, is created to
read:
83.512 Disclosure of flood risks to prospective tenant of
residential real property
(1) A landlord must complete and provide a flood disclosure
to a prospective tenant of residential real property at or
before the execution of a rental agreement for a term of 1 year

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12	or longer. The flood disclosure must be in a separate document.
13	The flood disclosure must be made in substantially the following
14	form:
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16	FLOOD DISCLOSURE
17	Flood Insurance: Renters' insurance policies do not
18	include coverage for damage resulting from floods.
19	Tenant is encouraged to discuss the need to purchase
20	separate flood insurance coverage with Tenant's
21	insurance agent.
22	1. Landlord has has no knowledge of any
23	flooding that has damaged any portion of the property
24	or any structure on the property during Landlord's
25	ownership of the property.
26	2. Landlord has has not filed a claim
27	with an insurance provider relating to flood damage on
28	the property, including, but not limited to, a claim
29	with the National Flood Insurance Program.
30	3. Landlord has has not received
31	assistance for flood damage to the property,
32	including, but not limited to, assistance from the
33	Federal Emergency Management Agency.
34	4. For the purposes of this disclosure, the term
35	"flooding" means a general or temporary condition of
36	partial or complete inundation of the property caused
37	by any of the following:
38	a. The overflow of inland or tidal waters.
39	b. The unusual and rapid accumulation of runoff
40	or surface waters from any established water source,

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41	such as a river, stream, or drainage ditch.
42	c. Sustained periods of standing water resulting
43	from rainfall.
44	
45	(2) If a landlord violates this section and a tenant
46	suffers a substantial loss or damage to the tenant's personal
47	property as a result of flooding, the tenant may terminate the
48	rental agreement by giving a written notice of termination to
49	the landlord no later than 30 days after the date of the damage
50	or loss. Termination of a rental agreement under this section is
51	effective upon the tenant surrendering possession of the
52	property. For the purpose of this section, the term "substantial
53	loss or damage" means the total cost of repairs to or
54	replacement of the personal property is 50 percent or more of
55	the personal property's market value on the date the flooding
56	occurred.
57	(3) A landlord shall refund the tenant all rent or other
58	amounts paid in advance under the rental agreement for any
59	period after the effective date of the termination of the rental
60	agreement.
61	(4) This section does not affect a tenant's liability for
62	delinquent, unpaid rent or other sums owed to the landlord
63	before the date the rental agreement was terminated by the
64	tenant under this section.
65	Section 2. Section 689.302, Florida Statutes, is amended to
66	read:
67	689.302 Disclosure of flood risks to prospective
68	purchaserA seller must complete and provide a flood disclosure
69	to a purchaser of residential real property at or before the

70	time the sales contract is executed. The flood disclosure must
71	be made in the following form:
72	
73	FLOOD DISCLOSURE
74	Flood Insurance: Homeowners' insurance policies do not
75	include coverage for damage resulting from floods.
76	Buyer is encouraged to discuss the need to purchase
77	separate flood insurance coverage with Buyer's
78	insurance agent.
79	(1) <u>Seller has 🗆 has no 🗆 knowledge of any</u>
80	flooding that has damaged any portion of the property
81	or any structure on the property during Seller's
82	ownership of the property
83	(2) Seller has \Box has not \Box filed a claim with an
84	insurance provider relating to flood damage on the
85	property, including, but not limited to, a claim with
86	the National Flood Insurance Program.
87	<u>(3)</u> Seller has □ has not □ received federal
88	assistance for flood damage to the property,
89	including, but not limited to, assistance from the
90	Federal Emergency Management Agency.
91	(4) (3) For the purposes of this disclosure, the
92	term "flooding" means a general or temporary condition
93	of partial or complete inundation of the property
94	caused by any of the following:
95	(a) The overflow of inland or tidal waters.
96	(b) The unusual and rapid accumulation of runoff
97	or surface waters from any established water source,
98	such as a river, stream, or drainage ditch.

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99	(c) Sustained periods of standing water resulting
100	from rainfall.
101	Section 3. Paragraph (a) of subsection (1) of section
102	718.503, Florida Statutes, is amended to read:
103	718.503 Developer disclosure prior to sale; nondeveloper
104	unit owner disclosure prior to sale; voidability
105	(1) DEVELOPER DISCLOSURE
106	(a) Contents of contractsAny contract for the sale of a
107	residential unit or a lease thereof for an unexpired term of
108	more than 5 years shall:
109	1. Contain the following legend in conspicuous type:
110	
111	THIS AGREEMENT IS VOIDABLE BY BUYER BY DELIVERING
112	WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL
113	WITHIN 15 DAYS AFTER THE DATE OF EXECUTION OF THIS
114	AGREEMENT BY THE BUYER, AND RECEIPT BY BUYER OF ALL OF
115	THE ITEMS REQUIRED TO BE DELIVERED TO HIM OR HER BY
116	THE DEVELOPER UNDER SECTION 718.503, FLORIDA STATUTES.
117	THIS AGREEMENT IS ALSO VOIDABLE BY BUYER BY DELIVERING
118	WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL
119	WITHIN 15 DAYS AFTER THE DATE OF RECEIPT FROM THE
120	DEVELOPER OF ANY AMENDMENT WHICH MATERIALLY ALTERS OR
121	MODIFIES THE OFFERING IN A MANNER THAT IS ADVERSE TO
122	THE BUYER. ANY PURPORTED WAIVER OF THESE VOIDABILITY
123	RIGHTS SHALL BE OF NO EFFECT. BUYER MAY EXTEND THE
124	TIME FOR CLOSING FOR A PERIOD OF NOT MORE THAN 15 DAYS
125	AFTER THE BUYER HAS RECEIVED ALL OF THE ITEMS
126	REQUIRED. BUYER'S RIGHT TO VOID THIS AGREEMENT SHALL
127	TERMINATE AT CLOSING. FIGURES CONTAINED IN ANY BUDGET
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128 DELIVERED TO THE BUYER PREPARED IN ACCORDANCE WITH THE 129 CONDOMINIUM ACT ARE ESTIMATES ONLY AND REPRESENT AN APPROXIMATION OF FUTURE EXPENSES BASED ON FACTS AND 130 131 CIRCUMSTANCES EXISTING AT THE TIME OF THE PREPARATION 132 OF THE BUDGET BY THE DEVELOPER. ACTUAL COSTS OF SUCH 133 ITEMS MAY EXCEED THE ESTIMATED COSTS. SUCH CHANGES IN 134 COST DO NOT CONSTITUTE MATERIAL ADVERSE CHANGES IN THE 135 OFFERING.

137 2. Contain the following caveat in conspicuous type on the138 first page of the contract:

ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF THE DEVELOPER. FOR CORRECT REPRESENTATIONS, REFERENCE SHOULD BE MADE TO THIS CONTRACT AND THE DOCUMENTS REQUIRED BY SECTION 718.503, FLORIDA STATUTES, TO BE FURNISHED BY A DEVELOPER TO A BUYER OR LESSEE.

3. If the unit has been occupied by someone other than the buyer, contain a statement that the unit has been occupied.

149 4. If the contract is for the sale or transfer of a unit
150 subject to a lease, include as an exhibit a copy of the executed
151 lease and shall contain within the text in conspicuous type: THE
152 UNIT IS SUBJECT TO A LEASE (OR SUBLEASE).

153 5. If the contract is for the lease of a unit for a term of
154 5 years or more, include as an exhibit a copy of the proposed
155 lease.

6. If the contract is for the sale or lease of a unit that

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157 is subject to a lien for rent payable under a lease of a 158 recreational facility or other commonly used facility, contain 159 within the text the following statement in conspicuous type: 160 THIS CONTRACT IS FOR THE TRANSFER OF A UNIT THAT IS 161 162 SUBJECT TO A LIEN FOR RENT PAYABLE UNDER A LEASE OF COMMONLY USED FACILITIES. FAILURE TO PAY RENT MAY 163 164 RESULT IN FORECLOSURE OF THE LIEN. 165 166 7. State the name and address of the escrow agent required 167 by s. 718.202 and state that the purchaser may obtain a receipt 168 for his or her deposit from the escrow agent upon request. 169 8. If the contract is for the sale or transfer of a unit in 170 a condominium in which timeshare estates have been or may be 171 created, contain within the text in conspicuous type: "UNITS IN THIS CONDOMINIUM ARE SUBJECT TO TIMESHARE ESTATES." The contract 172 173 for the sale of a fee interest in a timeshare estate shall also 174 contain, in conspicuous type, the following: 175 176 FOR THE PURPOSE OF AD VALOREM TAXES OR SPECIAL 177 ASSESSMENTS LEVIED BY TAXING AUTHORITIES AGAINST A FEE INTEREST IN A TIMESHARE ESTATE, THE MANAGING ENTITY IS 178 179 GENERALLY CONSIDERED THE TAXPAYER UNDER FLORIDA LAW. YOU HAVE THE RIGHT TO CHALLENGE AN ASSESSMENT BY A 180 181 TAXING AUTHORITY RELATING TO YOUR TIMESHARE ESTATE 182 PURSUANT TO THE PROVISIONS OF CHAPTER 194, FLORIDA 183 STATUTES. 184 9. Contain within the text the following statement in 185

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186	conspicuous type:
187	
188	HOMEOWNERS' INSURANCE POLICIES DO NOT INCLUDE COVERAGE
189	FOR DAMAGE RESULTING FROM FLOODING. BUYER IS
190	ENCOURAGED TO DISCUSS THE NEED TO PURCHASE SEPARATE
191	FLOOD INSURANCE COVERAGE WITH BUYER'S INSURANCE AGENT.
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193	DEVELOPER HAS HAS NO KNOWLEDGE OF ANY
194	FLOODING THAT HAS DAMAGED ANY PORTION OF THE PROPERTY
195	OR ANY STRUCTURE ON THE PROPERTY DURING DEVELOPER'S
196	OWNERSHIP OF THE PROPERTY.
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198	DEVELOPER HAS HAS NOT FILED A CLAIM WITH AN
199	INSURANCE PROVIDER RELATING TO FLOOD DAMAGE ON THE
200	PROPERTY OR COMMON ELEMENTS, INCLUDING, BUT NOT
201	LIMITED TO, A CLAIM WITH THE NATIONAL FLOOD INSURANCE
202	PROGRAM.
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204	DEVELOPER HAS HAS NOT RECEIVED ASSISTANCE
205	FOR FLOOD DAMAGE TO THE PROPERTY OR COMMON ELEMENTS,
206	INCLUDING, BUT NOT LIMITED TO, ASSISTANCE FROM THE
207	FEDERAL EMERGENCY MANAGEMENT AGENCY.
208	
209	FOR THE PURPOSES OF THIS DISCLOSURE, THE TERM
210	"FLOODING" MEANS A GENERAL OR TEMPORARY CONDITION OF
211	PARTIAL OR COMPLETE INUNDATION OF THE PROPERTY OR
212	COMMON ELEMENTS CAUSED BY THE OVERFLOW OF INLAND OR
213	TIDAL WATERS; THE UNUSUAL AND RAPID ACCUMULATION OF
214	RUNOFF OR SURFACE WATERS FROM ANY ESTABLISHED WATER

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215 <u>SOURCE, SUCH AS A RIVER, STREAM, OR DRAINAGE DITCH; OR</u>
 216 <u>SUSTAINED PERIODS OF STANDING WATER RESULTING FROM</u>
 217 <u>RAINFALL.</u>

219 Section 4. Paragraph (a) of subsection (1) of section 220 719.503, Florida Statutes, is amended to read:

719.503 Disclosure prior to sale.-

(1) DEVELOPER DISCLOSURE.-

(a) Contents of contracts.—Any contracts for the sale of a
unit or a lease thereof for an unexpired term of more than 5
years shall contain:

226 1. The following legend in conspicuous type: THIS AGREEMENT 227 IS VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S 228 INTENTION TO CANCEL WITHIN 15 DAYS AFTER THE DATE OF EXECUTION 229 OF THIS AGREEMENT BY THE BUYER, AND RECEIPT BY BUYER OF ALL OF 230 THE ITEMS REQUIRED TO BE DELIVERED TO HIM OR HER BY THE 231 DEVELOPER UNDER SECTION 719.503, FLORIDA STATUTES. THIS 232 AGREEMENT IS ALSO VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE 233 OF THE BUYER'S INTENTION TO CANCEL WITHIN 15 DAYS AFTER THE DATE 234 OF RECEIPT FROM THE DEVELOPER OF ANY AMENDMENT WHICH MATERIALLY 235 ALTERS OR MODIFIES THE OFFERING IN A MANNER THAT IS ADVERSE TO 236 THE BUYER. ANY PURPORTED WAIVER OF THESE VOIDABILITY RIGHTS 237 SHALL BE OF NO EFFECT. BUYER MAY EXTEND THE TIME FOR CLOSING FOR 2.38 A PERIOD OF NOT MORE THAN 15 DAYS AFTER THE BUYER HAS RECEIVED 239 ALL OF THE ITEMS REQUIRED. BUYER'S RIGHT TO VOID THIS AGREEMENT 240 SHALL TERMINATE AT CLOSING. FIGURES CONTAINED IN ANY BUDGET 241 DELIVERED TO THE BUYER PREPARED IN ACCORDANCE WITH THE 242 COOPERATIVE ACT ARE ESTIMATES ONLY AND REPRESENT AN APPROXIMATION OF FUTURE EXPENSES BASED ON FACTS AND 243

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244 CIRCUMSTANCES EXISTING AT THE TIME OF THE PREPARATION OF THE
245 BUDGET BY THE DEVELOPER. ACTUAL COSTS OF SUCH ITEMS MAY EXCEED
246 THE ESTIMATED COSTS. SUCH CHANGES IN COST DO NOT CONSTITUTE
247 MATERIAL ADVERSE CHANGES IN THE OFFERING.

248 2. The following caveat in conspicuous type shall be placed 249 upon the first page of the contract: ORAL REPRESENTATIONS CANNOT 250 BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF THE 251 DEVELOPER. FOR CORRECT REPRESENTATIONS, REFERENCE SHOULD BE MADE 252 TO THIS CONTRACT AND THE DOCUMENTS REQUIRED BY SECTION 719.503, 253 FLORIDA STATUTES, TO BE FURNISHED BY A DEVELOPER TO A BUYER OR 254 LESSEE.

3. If the unit has been occupied by someone other than the buyer, a statement that the unit has been occupied.

4. If the contract is for the sale or transfer of a unit subject to a lease, the contract shall include as an exhibit a copy of the executed lease and shall contain within the text in conspicuous type: THE UNIT IS SUBJECT TO A LEASE (OR SUBLEASE).

5. If the contract is for the lease of a unit for a term of 5 years or more, the contract shall include as an exhibit a copy of the proposed lease.

264 6. If the contract is for the sale or lease of a unit that 265 is subject to a lien for rent payable under a lease of a 266 recreational facility or other common areas, the contract shall contain within the text the following statement in conspicuous 2.67 268 type: THIS CONTRACT IS FOR THE TRANSFER OF A UNIT THAT IS 269 SUBJECT TO A LIEN FOR RENT PAYABLE UNDER A LEASE OF COMMON 270 AREAS. FAILURE TO PAY RENT MAY RESULT IN FORECLOSURE OF THE 271 LIEN.

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7. The contract shall state the name and address of the

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273 escrow agent required by s. 719.202 and shall state that the 274 purchaser may obtain a receipt for his or her deposit from the 275 escrow agent, upon request.

276 8. If the contract is for the sale or transfer of a unit in 277 a cooperative in which timeshare estates have been or may be 278 created, the following text in conspicuous type: UNITS IN THIS 279 COOPERATIVE ARE SUBJECT TO TIMESHARE ESTATES. The contract for 280 the sale of a timeshare estate must also contain, in conspicuous 2.81 type, the following: FOR THE PURPOSE OF AD VALOREM TAXES OR 282 SPECIAL ASSESSMENTS LEVIED BY TAXING AUTHORITIES AGAINST A 283 TIMESHARE ESTATE, THE MANAGING ENTITY IS GENERALLY CONSIDERED 284 THE TAXPAYER UNDER FLORIDA LAW. YOU HAVE THE RIGHT TO CHALLENGE 285 AN ASSESSMENT BY A TAXING AUTHORITY RELATING TO YOUR TIMESHARE 286 ESTATE PURSUANT TO THE PROVISIONS OF CHAPTER 194, FLORIDA 2.87 STATUTES.

289 <u>9. Contain within the text the following statement in</u> 290 <u>conspicuous type:</u>

HOMEOWNERS' INSURANCE POLICIES DO NOT INCLUDE COVERAGE FOR DAMAGE RESULTING FROM FLOODING. BUYER IS ENCOURAGED TO DISCUSS THE NEED TO PURCHASE SEPARATE FLOOD INSURANCE COVERAGE WITH BUYER'S INSURANCE AGENT. DEVELOPER HAS HAS NO KNOWLEDGE OF ANY FLOODING THAT HAS DAMAGED ANY PORTION OF THE PROPERTY OR ANY STRUCTURE ON THE PROPERTY DURING DEVELOPER'S OWNERSHIP OF THE PROPERTY.

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302	DEVELOPER HAS HAS NOT FILED A CLAIM WITH AN
303	INSURANCE PROVIDER RELATING TO FLOOD DAMAGE ON THE
304	PROPERTY OR COMMON ELEMENTS, INCLUDING, BUT NOT
305	LIMITED TO, A CLAIM WITH THE NATIONAL FLOOD INSURANCE
306	PROGRAM.
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308	DEVELOPER HAS HAS NOT RECEIVED ASSISTANCE
309	FOR FLOOD DAMAGE TO THE PROPERTY OR COMMON ELEMENTS,
310	INCLUDING, BUT NOT LIMITED TO, ASSISTANCE FROM THE
311	FEDERAL EMERGENCY MANAGEMENT AGENCY.
312	
313	FOR THE PURPOSES OF THIS DISCLOSURE, THE TERM
314	"FLOODING" MEANS A GENERAL OR TEMPORARY CONDITION OF
315	PARTIAL OR COMPLETE INUNDATION OF THE PROPERTY OR
316	COMMON ELEMENTS CAUSED BY THE OVERFLOW OF INLAND OR
317	TIDAL WATERS; THE UNUSUAL AND RAPID ACCUMULATION OF
318	RUNOFF OR SURFACE WATERS FROM ANY ESTABLISHED WATER
319	SOURCE, SUCH AS A RIVER, STREAM, OR DRAINAGE DITCH; OR
320	SUSTAINED PERIODS OF STANDING WATER RESULTING FROM
321	RAINFALL.
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323	Section 5. Subsection (6) is added to section 723.011,
324	Florida Statutes, to read:
325	723.011 Disclosure prior to rental of a mobile home lot;
326	prospectus, filing, approval
327	(6)(a) A mobile home park owner must complete and provide a
328	flood disclosure to a prospective lessee of residential real
329	property. Delivery must be made prior to execution of the lot
330	rental agreement or at the time of occupancy, whichever occurs

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331	first. The flood disclosure must be in a separate document. The
332	flood disclosure must be made in substantially the following
333	form:
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335	FLOOD DISCLOSURE
336	Flood Insurance: Homeowners' and renters' insurance
337	policies do not include coverage for damage resulting
338	from floods. You are encouraged to discuss the need to
339	purchase separate flood insurance coverage your
340	insurance agent.
341	1. The park owner has has no knowledge
342	of any flooding that has damaged any portion of the
343	property or any structure on the property during park
344	owner's ownership of the property.
345	2. The park owner has has not filed a
346	claim with an insurance provider relating to flood
347	damage on the property, including, but not limited to,
348	a claim with the National Flood Insurance Program.
349	3. The park owner has has not received
350	assistance for flood damage to the property,
351	including, but not limited to, assistance from the
352	Federal Emergency Management Agency.
353	4. For the purposes of this disclosure, the term
354	"flooding" means a general or temporary condition of
355	partial or complete inundation of the property caused
356	by any of the following:
357	a. The overflow of inland or tidal waters.
358	b. The unusual and rapid accumulation of runoff
359	or surface waters from any established water source,

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360	such as a river, stream, or drainage ditch.
361	c. Sustained periods of standing water resulting
362	from rainfall.
363	
364	(b) If a park owner violates this section and a lessee
365	suffers a substantial loss or damage to the lessee's mobile home
366	or personal property as a result of flooding, the lessee may
367	terminate the rental agreement by giving a written notice of
368	termination to the park owner no later than 30 days after the
369	date of the damage or loss. Termination of a rental agreement
370	under this section is effective upon the lessee surrendering
371	possession of the property. For the purpose of this paragraph,
372	the term "substantial loss or damage" means the total cost of
373	repairs to or replacement of the mobile home and personal
374	property is 50 percent or more of the mobile home and personal
375	property's market value on the date the flooding occurred.
376	(c) A park owner shall refund the lessee all rent or other
377	amounts paid in advance under the rental agreement for any
378	period after the effective date of the termination of the rental
379	agreement.
380	(d) This subsection does not affect a lessee's liability
381	for delinquent, unpaid rent or other sums owed to the park owner
382	before the date the rental agreement was terminated by the
383	lessee under this subsection.
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385	Section 6. This act shall take effect October 1, 2025.
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387	=========== T I T L E A M E N D M E N T =================================
388	And the title is amended as follows:
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389	Delete everything before the enacting clause
390	and insert:
391	A bill to be entitled
392	An act relating to flood disclosures; creating s.
393	83.512, F.S.; requiring a landlord of residential real
394	property to provide specified information to a
395	prospective tenant at or before the time the rental
396	agreement is executed; specifying how such information
397	must be disclosed; defining the term "flooding";
398	providing that if a landlord fails to disclose flood
399	information truthfully and a tenant suffers
400	substantial loss or damage, the tenant may terminate
401	the rental agreement by giving a written notice of
402	termination to the landlord within a specified
403	timeframe; defining the term "substantial loss";
404	requiring a landlord to refund the tenant all amounts
405	paid in advance for any period after the effective
406	date of the termination of the rental agreement;
407	providing that a tenant is still liable for any sum
408	owed to the landlord before the termination of the
409	rental agreement; amending s. 689.302, F.S.; revising
410	the flood information that must be disclosed to
411	prospective purchasers of residential real property;
412	amending s. 718.503, F.S.; requiring a developer of a
413	residential condominium unit to provide specified
414	information to a prospective purchaser at or before
415	the time the sales contract is executed; specifying
416	how such information must be disclosed; defining the
417	term "flooding"; amending s. 719.503, F.S.; requiring

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418 a developer of a residential condominium unit to 419 provide specified information to a prospective 420 purchaser at or before the time the sales contract is 421 executed; specifying how such information must be 422 disclosed; defining the term "flooding"; amending s. 423 723.011, F.S.; requiring a park owner of a mobile home 424 park to provide specified information to a prospective 425 lessee at or before the time the rental agreement is 42.6 executed; specifying how such information must be 427 disclosed; defining the term "flooding"; providing 428 that if a park owner fails to disclose flood 429 information truthfully and a lessee suffers 430 substantial loss or damage, the lessee may terminate 431 the rental agreement by giving a written notice of 432 termination to the park owner within a specified 433 timeframe; defining the term "substantial loss"; 434 requiring a park owner to refund the lessee all 435 amounts paid in advance for any period after the effective date of the termination of the rental 436 437 agreement; providing that a lessee is still liable for 438 any sum owed to the park owner before the termination 439 of the rental agreement; providing an effective date.