

By the Committee on Judiciary; and Senator Bradley

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1                                   A bill to be entitled  
2       An act relating to flood disclosures; creating s.  
3       83.512, F.S.; requiring a landlord of residential real  
4       property to provide specified information to a  
5       prospective tenant at or before the time the rental  
6       agreement is executed; specifying how such information  
7       must be disclosed; defining the term "flooding";  
8       providing that if a landlord fails to disclose flood  
9       information truthfully and a tenant suffers  
10      substantial loss or damage, the tenant may terminate  
11      the rental agreement by giving a written notice of  
12      termination to the landlord within a specified  
13      timeframe; defining the term "substantial loss";  
14      requiring a landlord to refund the tenant all amounts  
15      paid in advance for any period after the effective  
16      date of the termination of the rental agreement;  
17      providing that a tenant is still liable for any sum  
18      owed to the landlord before the termination of the  
19      rental agreement; amending s. 689.302, F.S.; revising  
20      the flood information that must be disclosed to  
21      prospective purchasers of residential real property;  
22      amending s. 718.503, F.S.; requiring a developer of a  
23      residential condominium unit to provide specified  
24      information to a prospective purchaser at or before  
25      the time the sales contract is executed; specifying  
26      how such information must be disclosed; defining the  
27      term "flooding"; amending s. 719.503, F.S.; requiring  
28      a developer of a residential condominium unit to  
29      provide specified information to a prospective

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30 purchaser at or before the time the sales contract is  
31 executed; specifying how such information must be  
32 disclosed; defining the term "flooding"; amending s.  
33 723.011, F.S.; requiring a park owner of a mobile home  
34 park to provide specified information to a prospective  
35 lessee at or before the time the rental agreement is  
36 executed; specifying how such information must be  
37 disclosed; defining the term "flooding"; providing  
38 that if a park owner fails to disclose flood  
39 information truthfully and a lessee suffers  
40 substantial loss or damage, the lessee may terminate  
41 the rental agreement by giving a written notice of  
42 termination to the park owner within a specified  
43 timeframe; defining the term "substantial loss";  
44 requiring a park owner to refund the lessee all  
45 amounts paid in advance for any period after the  
46 effective date of the termination of the rental  
47 agreement; providing that a lessee is still liable for  
48 any sum owed to the park owner before the termination  
49 of the rental agreement; providing an effective date.

50  
51 Be It Enacted by the Legislature of the State of Florida:

52  
53 Section 1. Section 83.512, Florida Statutes, is created to  
54 read:

55 83.512 Disclosure of flood risks to prospective tenant of  
56 residential real property.-

57 (1) A landlord must complete and provide a flood disclosure  
58 to a prospective tenant of residential real property at or

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59 before the execution of a rental agreement for a term of 1 year  
60 or longer. The flood disclosure must be in a separate document.  
61 The flood disclosure must be made in substantially the following  
62 form:

63  
64 FLOOD DISCLOSURE

65 Flood Insurance: Renters' insurance policies do not  
66 include coverage for damage resulting from floods.  
67 Tenant is encouraged to discuss the need to purchase  
68 separate flood insurance coverage with Tenant's  
69 insurance agent.

70 1. Landlord has .... has no .... knowledge of any  
71 flooding that has damaged any portion of the property  
72 or any structure on the property during Landlord's  
73 ownership of the property.

74 2. Landlord has .... has not .... filed a claim  
75 with an insurance provider relating to flood damage on  
76 the property, including, but not limited to, a claim  
77 with the National Flood Insurance Program.

78 3. Landlord has .... has not .... received  
79 assistance for flood damage to the property,  
80 including, but not limited to, assistance from the  
81 Federal Emergency Management Agency.

82 4. For the purposes of this disclosure, the term  
83 "flooding" means a general or temporary condition of  
84 partial or complete inundation of the property caused  
85 by any of the following:

86 a. The overflow of inland or tidal waters.

87 b. The unusual and rapid accumulation of runoff

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88 or surface waters from any established water source,  
89 such as a river, stream, or drainage ditch.

90 c. Sustained periods of standing water resulting  
91 from rainfall.

92  
93 (2) If a landlord violates this section and a tenant  
94 suffers a substantial loss or damage to the tenant's personal  
95 property as a result of flooding, the tenant may terminate the  
96 rental agreement by giving a written notice of termination to  
97 the landlord no later than 30 days after the date of the damage  
98 or loss. Termination of a rental agreement under this section is  
99 effective upon the tenant surrendering possession of the  
100 property. For the purpose of this section, the term "substantial  
101 loss or damage" means the total cost of repairs to or  
102 replacement of the personal property is 50 percent or more of  
103 the personal property's market value on the date the flooding  
104 occurred.

105 (3) A landlord shall refund the tenant all rent or other  
106 amounts paid in advance under the rental agreement for any  
107 period after the effective date of the termination of the rental  
108 agreement.

109 (4) This section does not affect a tenant's liability for  
110 delinquent, unpaid rent or other sums owed to the landlord  
111 before the date the rental agreement was terminated by the  
112 tenant under this section.

113 Section 2. Section 689.302, Florida Statutes, is amended to  
114 read:

115 689.302 Disclosure of flood risks to prospective  
116 purchaser.—A seller must complete and provide a flood disclosure

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117 to a purchaser of residential real property at or before the  
118 time the sales contract is executed. The flood disclosure must  
119 be made in the following form:

120  
121 FLOOD DISCLOSURE

122 Flood Insurance: Homeowners' insurance policies do not  
123 include coverage for damage resulting from floods.  
124 Buyer is encouraged to discuss the need to purchase  
125 separate flood insurance coverage with Buyer's  
126 insurance agent.

127 (1) Seller has  has no  knowledge of any  
128 flooding that has damaged any portion of the property  
129 or any structure on the property during Seller's  
130 ownership of the property.

131 (2) Seller has  has not  filed a claim with an  
132 insurance provider relating to flood damage on the  
133 property, including, but not limited to, a claim with  
134 the National Flood Insurance Program.

135 (3)~~(2)~~ Seller has  has not  received ~~federal~~  
136 assistance for flood damage to the property,  
137 including, but not limited to, assistance from the  
138 Federal Emergency Management Agency.

139 (4)~~(3)~~ For the purposes of this disclosure, the  
140 term "flooding" means a general or temporary condition  
141 of partial or complete inundation of the property  
142 caused by any of the following:

143 (a) The overflow of inland or tidal waters.

144 (b) The unusual and rapid accumulation of runoff  
145 or surface waters from any established water source,

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146 such as a river, stream, or drainage ditch.

147 (c) Sustained periods of standing water resulting  
148 from rainfall.

149  
150 Section 3. Paragraph (a) of subsection (1) of section  
151 718.503, Florida Statutes, is amended to read:

152 718.503 Developer disclosure prior to sale; nondeveloper  
153 unit owner disclosure prior to sale; voidability.—

154 (1) DEVELOPER DISCLOSURE.—

155 (a) *Contents of contracts.*—Any contract for the sale of a  
156 residential unit or a lease thereof for an unexpired term of  
157 more than 5 years shall:

158 1. Contain the following legend in conspicuous type:

159  
160 THIS AGREEMENT IS VOIDABLE BY BUYER BY DELIVERING  
161 WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL  
162 WITHIN 15 DAYS AFTER THE DATE OF EXECUTION OF THIS  
163 AGREEMENT BY THE BUYER, AND RECEIPT BY BUYER OF ALL OF  
164 THE ITEMS REQUIRED TO BE DELIVERED TO HIM OR HER BY  
165 THE DEVELOPER UNDER SECTION 718.503, FLORIDA STATUTES.  
166 THIS AGREEMENT IS ALSO VOIDABLE BY BUYER BY DELIVERING  
167 WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL  
168 WITHIN 15 DAYS AFTER THE DATE OF RECEIPT FROM THE  
169 DEVELOPER OF ANY AMENDMENT WHICH MATERIALLY ALTERS OR  
170 MODIFIES THE OFFERING IN A MANNER THAT IS ADVERSE TO  
171 THE BUYER. ANY PURPORTED WAIVER OF THESE VOIDABILITY  
172 RIGHTS SHALL BE OF NO EFFECT. BUYER MAY EXTEND THE  
173 TIME FOR CLOSING FOR A PERIOD OF NOT MORE THAN 15 DAYS  
174 AFTER THE BUYER HAS RECEIVED ALL OF THE ITEMS

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175 REQUIRED. BUYER'S RIGHT TO VOID THIS AGREEMENT SHALL  
176 TERMINATE AT CLOSING. FIGURES CONTAINED IN ANY BUDGET  
177 DELIVERED TO THE BUYER PREPARED IN ACCORDANCE WITH THE  
178 CONDOMINIUM ACT ARE ESTIMATES ONLY AND REPRESENT AN  
179 APPROXIMATION OF FUTURE EXPENSES BASED ON FACTS AND  
180 CIRCUMSTANCES EXISTING AT THE TIME OF THE PREPARATION  
181 OF THE BUDGET BY THE DEVELOPER. ACTUAL COSTS OF SUCH  
182 ITEMS MAY EXCEED THE ESTIMATED COSTS. SUCH CHANGES IN  
183 COST DO NOT CONSTITUTE MATERIAL ADVERSE CHANGES IN THE  
184 OFFERING.

185  
186 2. Contain the following caveat in conspicuous type on the  
187 first page of the contract:

188  
189 ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS  
190 CORRECTLY STATING THE REPRESENTATIONS OF THE  
191 DEVELOPER. FOR CORRECT REPRESENTATIONS, REFERENCE  
192 SHOULD BE MADE TO THIS CONTRACT AND THE DOCUMENTS  
193 REQUIRED BY SECTION 718.503, FLORIDA STATUTES, TO BE  
194 FURNISHED BY A DEVELOPER TO A BUYER OR LESSEE.

195  
196 3. If the unit has been occupied by someone other than the  
197 buyer, contain a statement that the unit has been occupied.

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

202 5. If the contract is for the lease of a unit for a term of  
203 5 years or more, include as an exhibit a copy of the proposed

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204 lease.

205 6. If the contract is for the sale or lease of a unit that  
206 is subject to a lien for rent payable under a lease of a  
207 recreational facility or other commonly used facility, contain  
208 within the text the following statement in conspicuous type:

209

210 THIS CONTRACT IS FOR THE TRANSFER OF A UNIT THAT IS  
211 SUBJECT TO A LIEN FOR RENT PAYABLE UNDER A LEASE OF  
212 COMMONLY USED FACILITIES. FAILURE TO PAY RENT MAY  
213 RESULT IN FORECLOSURE OF THE LIEN.

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215 7. State the name and address of the escrow agent required  
216 by s. 718.202 and state that the purchaser may obtain a receipt  
217 for his or her deposit from the escrow agent upon request.

218 8. If the contract is for the sale or transfer of a unit in  
219 a condominium in which timeshare estates have been or may be  
220 created, contain within the text in conspicuous type: "UNITS IN  
221 THIS CONDOMINIUM ARE SUBJECT TO TIMESHARE ESTATES." The contract  
222 for the sale of a fee interest in a timeshare estate shall also  
223 contain, in conspicuous type, the following:

224

225 FOR THE PURPOSE OF AD VALOREM TAXES OR SPECIAL  
226 ASSESSMENTS LEVIED BY TAXING AUTHORITIES AGAINST A FEE  
227 INTEREST IN A TIMESHARE ESTATE, THE MANAGING ENTITY IS  
228 GENERALLY CONSIDERED THE TAXPAYER UNDER FLORIDA LAW.  
229 YOU HAVE THE RIGHT TO CHALLENGE AN ASSESSMENT BY A  
230 TAXING AUTHORITY RELATING TO YOUR TIMESHARE ESTATE  
231 PURSUANT TO THE PROVISIONS OF CHAPTER 194, FLORIDA  
232 STATUTES.



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9. Contain within the text the following statement in conspicuous type:

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.

DEVELOPER HAS . . . . HAS NOT . . . . FILED A CLAIM WITH AN INSURANCE PROVIDER RELATING TO FLOOD DAMAGE ON THE PROPERTY OR COMMON ELEMENTS, INCLUDING, BUT NOT LIMITED TO, A CLAIM WITH THE NATIONAL FLOOD INSURANCE PROGRAM.

DEVELOPER HAS . . . . HAS NOT . . . . RECEIVED ASSISTANCE FOR FLOOD DAMAGE TO THE PROPERTY OR COMMON ELEMENTS, INCLUDING, BUT NOT LIMITED TO, ASSISTANCE FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

FOR THE PURPOSES OF THIS DISCLOSURE, THE TERM "FLOODING" MEANS A GENERAL OR TEMPORARY CONDITION OF PARTIAL OR COMPLETE INUNDATION OF THE PROPERTY OR COMMON ELEMENTS CAUSED BY THE OVERFLOW OF INLAND OR

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262       TIDAL WATERS; THE UNUSUAL AND RAPID ACCUMULATION OF  
263       RUNOFF OR SURFACE WATERS FROM ANY ESTABLISHED WATER  
264       SOURCE, SUCH AS A RIVER, STREAM, OR DRAINAGE DITCH; OR  
265       SUSTAINED PERIODS OF STANDING WATER RESULTING FROM  
266       RAINFALL.

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268       Section 4. Paragraph (a) of subsection (1) of section  
269       719.503, Florida Statutes, is amended to read:

270       719.503 Disclosure prior to sale.—

271       (1) DEVELOPER DISCLOSURE.—

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

275       1. The following legend in conspicuous type:

276

277       THIS AGREEMENT IS VOIDABLE BY BUYER BY DELIVERING  
278       WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL  
279       WITHIN 15 DAYS AFTER THE DATE OF EXECUTION OF THIS  
280       AGREEMENT BY THE BUYER, AND RECEIPT BY BUYER OF ALL OF  
281       THE ITEMS REQUIRED TO BE DELIVERED TO HIM OR HER BY  
282       THE DEVELOPER UNDER SECTION 719.503, FLORIDA STATUTES.  
283       THIS AGREEMENT IS ALSO VOIDABLE BY BUYER BY DELIVERING  
284       WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL  
285       WITHIN 15 DAYS AFTER THE DATE OF RECEIPT FROM THE  
286       DEVELOPER OF ANY AMENDMENT WHICH MATERIALLY ALTERS OR  
287       MODIFIES THE OFFERING IN A MANNER THAT IS ADVERSE TO  
288       THE BUYER. ANY PURPORTED WAIVER OF THESE VOIDABILITY  
289       RIGHTS SHALL BE OF NO EFFECT. BUYER MAY EXTEND THE  
290       TIME FOR CLOSING FOR A PERIOD OF NOT MORE THAN 15 DAYS

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291 AFTER THE BUYER HAS RECEIVED ALL OF THE ITEMS  
292 REQUIRED. BUYER'S RIGHT TO VOID THIS AGREEMENT SHALL  
293 TERMINATE AT CLOSING. FIGURES CONTAINED IN ANY BUDGET  
294 DELIVERED TO THE BUYER PREPARED IN ACCORDANCE WITH THE  
295 COOPERATIVE ACT ARE ESTIMATES ONLY AND REPRESENT AN  
296 APPROXIMATION OF FUTURE EXPENSES BASED ON FACTS AND  
297 CIRCUMSTANCES EXISTING AT THE TIME OF THE PREPARATION  
298 OF THE BUDGET BY THE DEVELOPER. ACTUAL COSTS OF SUCH  
299 ITEMS MAY EXCEED THE ESTIMATED COSTS. SUCH CHANGES IN  
300 COST DO NOT CONSTITUTE MATERIAL ADVERSE CHANGES IN THE  
301 OFFERING.

302  
303 2. The following caveat in conspicuous type shall be placed  
304 upon the first page of the contract:

305  
306 ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS  
307 CORRECTLY STATING THE REPRESENTATIONS OF THE  
308 DEVELOPER. FOR CORRECT REPRESENTATIONS, REFERENCE  
309 SHOULD BE MADE TO THIS CONTRACT AND THE DOCUMENTS  
310 REQUIRED BY SECTION 719.503, FLORIDA STATUTES, TO BE  
311 FURNISHED BY A DEVELOPER TO A BUYER OR LESSEE.

312  
313 3. If the unit has been occupied by someone other than the  
314 buyer, a statement that the unit has been occupied.

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

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320           5. If the contract is for the lease of a unit for a term of  
321 5 years or more, the contract shall include as an exhibit a copy  
322 of the proposed lease.

323           6. If the contract is for the sale or lease of a unit that  
324 is subject to a lien for rent payable under a lease of a  
325 recreational facility or other common areas, the contract shall  
326 contain within the text the following statement in conspicuous  
327 type: "THIS CONTRACT IS FOR THE TRANSFER OF A UNIT THAT IS  
328 SUBJECT TO A LIEN FOR RENT PAYABLE UNDER A LEASE OF COMMON  
329 AREAS. FAILURE TO PAY RENT MAY RESULT IN FORECLOSURE OF THE  
330 LIEN."

331           7. The contract shall state the name and address of the  
332 escrow agent required by s. 719.202 and shall state that the  
333 purchaser may obtain a receipt for his or her deposit from the  
334 escrow agent, upon request.

335           8. If the contract is for the sale or transfer of a unit in  
336 a cooperative in which timeshare estates have been or may be  
337 created, the following text in conspicuous type: "UNITS IN THIS  
338 COOPERATIVE ARE SUBJECT TO TIMESHARE ESTATES." The contract for  
339 the sale of a timeshare estate must also contain, in conspicuous  
340 type, the following:

341  
342           FOR THE PURPOSE OF AD VALOREM TAXES OR SPECIAL  
343           ASSESSMENTS LEVIED BY TAXING AUTHORITIES AGAINST A  
344           TIMESHARE ESTATE, THE MANAGING ENTITY IS GENERALLY  
345           CONSIDERED THE TAXPAYER UNDER FLORIDA LAW. YOU HAVE  
346           THE RIGHT TO CHALLENGE AN ASSESSMENT BY A TAXING  
347           AUTHORITY RELATING TO YOUR TIMESHARE ESTATE PURSUANT  
348           TO THE PROVISIONS OF CHAPTER 194, FLORIDA STATUTES.

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9. Contain within the text the following statement in conspicuous type:

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.

DEVELOPER HAS . . . . HAS NOT . . . . FILED A CLAIM WITH AN INSURANCE PROVIDER RELATING TO FLOOD DAMAGE ON THE PROPERTY OR COMMON ELEMENTS, INCLUDING, BUT NOT LIMITED TO, A CLAIM WITH THE NATIONAL FLOOD INSURANCE PROGRAM.

DEVELOPER HAS . . . . HAS NOT . . . . RECEIVED ASSISTANCE FOR FLOOD DAMAGE TO THE PROPERTY OR COMMON ELEMENTS, INCLUDING, BUT NOT LIMITED TO, ASSISTANCE FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

FOR THE PURPOSES OF THIS DISCLOSURE, THE TERM "FLOODING" MEANS A GENERAL OR TEMPORARY CONDITION OF PARTIAL OR COMPLETE INUNDATION OF THE PROPERTY OR COMMON ELEMENTS CAUSED BY THE OVERFLOW OF INLAND OR

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378 TIDAL WATERS; THE UNUSUAL AND RAPID ACCUMULATION OF  
 379 RUNOFF OR SURFACE WATERS FROM ANY ESTABLISHED WATER  
 380 SOURCE, SUCH AS A RIVER, STREAM, OR DRAINAGE DITCH; OR  
 381 SUSTAINED PERIODS OF STANDING WATER RESULTING FROM  
 382 RAINFALL.

383  
 384 Section 5. Subsection (6) is added to section 723.011,  
 385 Florida Statutes, to read:

386 723.011 Disclosure prior to rental of a mobile home lot;  
 387 prospectus, filing, approval.—

388 (6) (a) A mobile home park owner must complete and provide a  
 389 flood disclosure to a prospective lessee of residential real  
 390 property. Delivery must be made prior to execution of the lot  
 391 rental agreement or at the time of occupancy, whichever occurs  
 392 first. The flood disclosure must be in a separate document. The  
 393 flood disclosure must be made in substantially the following  
 394 form:

395  
 396 FLOOD DISCLOSURE

397 Flood Insurance: Homeowners' and renters' insurance  
 398 policies do not include coverage for damage resulting  
 399 from floods. You are encouraged to discuss the need to  
 400 purchase separate flood insurance coverage your  
 401 insurance agent.

402 1. The park owner has .... has no .... knowledge  
 403 of any flooding that has damaged any portion of the  
 404 property or any structure on the property during park  
 405 owner's ownership of the property.

406 2. The park owner has .... has not .... filed a

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407 claim with an insurance provider relating to flood  
408 damage on the property, including, but not limited to,  
409 a claim with the National Flood Insurance Program.

410 3. The park owner has .... has not .... received  
411 assistance for flood damage to the property,  
412 including, but not limited to, assistance from the  
413 Federal Emergency Management Agency.

414 4. For the purposes of this disclosure, the term  
415 "flooding" means a general or temporary condition of  
416 partial or complete inundation of the property caused  
417 by any of the following:

418 a. The overflow of inland or tidal waters.

419 b. The unusual and rapid accumulation of runoff  
420 or surface waters from any established water source,  
421 such as a river, stream, or drainage ditch.

422 c. Sustained periods of standing water resulting  
423 from rainfall.

424  
425 (b) If a park owner violates this section and a lessee  
426 suffers a substantial loss or damage to the lessee's mobile home  
427 or personal property as a result of flooding, the lessee may  
428 terminate the rental agreement by giving a written notice of  
429 termination to the park owner no later than 30 days after the  
430 date of the damage or loss. Termination of a rental agreement  
431 under this section is effective upon the lessee surrendering  
432 possession of the property. For the purpose of this paragraph,  
433 the term "substantial loss or damage" means the total cost of  
434 repairs to or replacement of the mobile home and personal  
435 property is 50 percent or more of the mobile home and personal

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436 property's market value on the date the flooding occurred.

437 (c) A park owner shall refund the lessee all rent or other  
438 amounts paid in advance under the rental agreement for any  
439 period after the effective date of the termination of the rental  
440 agreement.

441 (d) This subsection does not affect a lessee's liability  
442 for delinquent, unpaid rent or other sums owed to the park owner  
443 before the date the rental agreement was terminated by the  
444 lessee under this subsection.

445 Section 6. This act shall take effect October 1, 2025.