

1 A bill to be entitled
2 An act relating to landlord obligations and
3 construction contracting; amending s. 83.51, F.S.;
4 providing definitions; requiring landlords to provide
5 and maintain specified cooling equipment for tenants;
6 requiring a landlord to repair or replace such cooling
7 equipment within a specified timeframe; providing
8 construction; providing exceptions; providing
9 applicability; amending s. 489.105, F.S.; revising the
10 definitions of the terms "class A air-conditioning
11 contractor" and "mechanical contractor" to include
12 additional services that such contractors may perform;
13 amending ss. 83.56 and 83.60, F.S.; conforming cross-
14 references; providing an effective date.

15
16 Be It Enacted by the Legislature of the State of Florida:

17
18 **Section 1. Section 83.51, Florida Statutes, is amended to**
19 **read:**

20 83.51 Landlord's obligation to maintain premises.—

21 (1) As used in this section, the term:

22 (a) "Cooling equipment" means a permanently installed or
23 securely affixed appliance designed to cool indoor air,
24 including central air systems, packaged terminal air
25 conditioners, and mini-split heat pumps. The term includes

26 window air-conditioning units if permitted by applicable code.

27 (b) "Habitable room" means a space in a structure for
28 living, sleeping, eating, or cooking. The term does not include
29 bathrooms, toilet rooms, closets, halls, screen enclosures,
30 sunrooms, storage or utility spaces, or other similar spaces.

31 (c) "Outdoor heat index" means the apparent temperature
32 derived from ambient air temperature and relative humidity as
33 reported by the National Weather Service for the nearest
34 reporting station.

35 (d) "Smoke detection device" means an electrical or a
36 battery-operated device which detects visible or invisible
37 particles of combustion and which is listed by Underwriters
38 Laboratories, Inc., Factory Mutual Laboratories, Inc., or any
39 other nationally recognized testing laboratory using nationally
40 accepted testing standards.

41 (2)~~(1)~~ The landlord at all times during the tenancy shall:

42 (a) Comply with the requirements of applicable building,
43 housing, and health codes; or

44 (b) Where there are no applicable building, housing, or
45 health codes, maintain the roofs, windows, doors, floors, steps,
46 porches, exterior walls, foundations, and all other structural
47 components in good repair and capable of resisting normal forces
48 and loads and the plumbing in reasonable working condition. The
49 landlord, at commencement of the tenancy, must ensure that
50 screens are installed in a reasonable condition. Thereafter, the

landlord must repair damage to screens once annually, when necessary, until termination of the rental agreement.

The landlord is not required to maintain a mobile home or other structure owned by the tenant. The landlord's obligations under this subsection may be altered or modified in writing with respect to a single-family home or duplex.

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

1. The extermination of rats, mice, roaches, ants, wood-destroying organisms, and bedbugs. If the tenant must vacate the premises for such extermination, the landlord is not liable for damages but must abate the rent. The landlord must provide 7 days' written notice, in person, by mail, or by e-mail in accordance with s. 83.505, to the tenant if the tenant must temporarily vacate the premises for extermination pursuant to this subparagraph. A tenant is only required to vacate the premises for a period of time not to exceed 4 days.

2. Locks and keys.

3. The clean and safe condition of common areas.

4. Garbage removal and outside receptacles therefor.

5. Functioning facilities for heat during winter, running

76 water, and hot water.

77 6. Providing and maintaining cooling equipment capable of
78 maintaining an indoor air temperature in habitable rooms that
79 does not exceed 82 degrees Fahrenheit when the outdoor heat
80 index is or exceeds 90 degrees Fahrenheit. A landlord may use
81 any cooling equipment that meets manufacturer installation
82 requirements and applicable codes to comply with this
83 subparagraph. A landlord must repair or replace cooling
84 equipment within 3 business days after receiving written notice
85 from the tenant that the equipment is not functioning.

86 (b) Unless otherwise agreed in writing, at the
87 commencement of the tenancy of a single-family home or duplex,
88 the landlord must ~~shall~~ install working smoke detection devices.
89 ~~As used in this paragraph, the term "smoke detection device"~~
90 ~~means an electrical or battery-operated device which detects~~
91 ~~visible or invisible particles of combustion and which is listed~~
92 ~~by Underwriters Laboratories, Inc., Factory Mutual Laboratories,~~
93 ~~Inc., or any other nationally recognized testing laboratory~~
94 ~~using nationally accepted testing standards.~~

95 (c) ~~Nothing in This part~~ does not authorize ~~authorizes~~ the
96 tenant to raise a noncompliance by the landlord with this
97 subsection as a defense to an action for possession under s.
98 83.59.

99 (d) This subsection does ~~shall~~ not:

100 1. Apply to a mobile home owned by a tenant.

101 2.(e) Prohibit ~~Nothing contained in this subsection~~
102 ~~prohibits~~ the landlord from providing in the rental agreement
103 that the tenant is obligated to pay costs or charges for garbage
104 removal, water, fuel, or utilities.

105 3. Require a landlord to provide and maintain cooling
106 equipment if prohibited by a local historic preservation
107 ordinance or other applicable code. However, if feasible, the
108 landlord must provide and maintain alternative code-compliant
109 cooling equipment.

110 4. Preempt or limit a local government from adopting or
111 enforcing more stringent habitability standards than those
112 provided in this subsection.

113 (4)(3) If the duty imposed by subsection (2) ~~(1)~~ is the
114 same or greater than any duty imposed by subsection (3) ~~(2)~~, the
115 landlord's duty is determined by subsection (2) ~~(1)~~.

116 (5)(4) The landlord is not responsible to the tenant under
117 this section for conditions created or caused by the negligent
118 or wrongful act or omission of the tenant, a member of the
119 tenant's family, or other person on the premises with the
120 tenant's consent.

121 (6) A landlord is not in violation of this section if:

122 (a) The tenant unreasonably denies the landlord access to
123 the dwelling unit for installations, inspections, or repairs.

124 (b) A tenant's cooling equipment is temporarily out of
125 service due to a natural disaster, utility outage, or supply-

126 chain delay not caused by the landlord, and the landlord
127 commences repairs on the cooling equipment within 3 business
128 days after receiving written notice from the tenant that the
129 equipment is not functioning.

130 **Section 2.** (1) The amendments made to s. 83.51, Florida
131 Statutes, by this act apply to rental agreements entered into or
132 renewed on or after July 1, 2026.

133 (2) For rental agreements in effect before July 1, 2026, a
134 landlord must comply with the amendments made to s. 83.51,
135 Florida Statutes, by July 1, 2027.

136 **Section 3. Paragraphs (f) and (i) of subsection (3) of**
137 **section 489.105, Florida Statutes, are amended to read:**

138 489.105 Definitions.—As used in this part:

139 (3) "Contractor" means the person who is qualified for,
140 and is only responsible for, the project contracted for and
141 means, except as exempted in this part, the person who, for
142 compensation, undertakes to, submits a bid to, or does himself
143 or herself or by others construct, repair, alter, remodel, add
144 to, demolish, subtract from, or improve any building or
145 structure, including related improvements to real estate, for
146 others or for resale to others; and whose job scope is
147 substantially similar to the job scope described in one of the
148 paragraphs of this subsection. For the purposes of regulation
149 under this part, the term "demolish" applies only to demolition
150 of steel tanks more than 50 feet in height; towers more than 50

151 feet in height; other structures more than 50 feet in height;
152 and all buildings or residences. Contractors are subdivided into
153 two divisions, Division I, consisting of those contractors
154 defined in paragraphs (a)-(c), and Division II, consisting of
155 those contractors defined in paragraphs (d)-(q):

156 (f) "Class A air-conditioning contractor" means a
157 contractor whose services are unlimited in the execution of
158 contracts requiring the experience, knowledge, and skill to:

159 1. Install, maintain, repair, fabricate, alter, extend, or
160 design, if not prohibited by law, central air-conditioning,
161 refrigeration, heating, and ventilating systems, including duct
162 work in connection with a complete system if such duct work is
163 performed by the contractor as necessary to complete an air-
164 distribution system, boiler and unfired pressure vessel systems,
165 and all appurtenances, apparatus, or equipment used in
166 connection therewith, and any duct cleaning and equipment
167 sanitizing that requires at least a partial disassembling of the
168 system.~~;~~~~to~~

169 2. Install, maintain, repair, fabricate, alter, extend, or
170 design, if not prohibited by law, piping, insulation of pipes,
171 vessels and ducts, pressure and process piping, and pneumatic
172 control piping.~~;~~~~to~~

173 3. Replace, disconnect, or reconnect power wiring on the
174 line or load side of the dedicated existing electrical
175 disconnect switch on single phase electrical systems.~~;~~~~to~~

176 4. Repair or replace power wiring, disconnects, breakers,
177 or fuses for dedicated HVAC circuits with proper use of a
178 circuit breaker lock.~~;~~~~to~~

179 5. Install, disconnect, and reconnect low voltage heating,
180 ventilating, and air-conditioning control wiring.~~;~~~~and to~~

181 6. Install a condensate drain from an air-conditioning
182 unit to an existing safe waste or other approved disposal other
183 than a direct connection to a sanitary system.

184 7. Replace and repair existing package pool heaters and
185 connect replacement package pool heaters to existing pool
186 piping. The replacement of an existing package pool heater must
187 use the same make and model as the existing package pool heater.
188 This includes maintaining the flow rate, connection points, and
189 heater specifications without modifications to existing pool
190 piping or system components. The replacement or repair of an
191 existing package pool heater does not include alterations to the
192 pool's hydraulic system, the addition of bypass valves, the
193 installation of new plumbing, the rerouting of pipes, any
194 changes to the pool's circulation system, or any other
195 modifications beyond what is necessary to disconnect and
196 reconnect the unit to the existing piping.

197 8. Perform ~~The scope of work for such contractor also~~
198 ~~includes~~ any excavation work incidental to work performed in
199 subparagraphs 1.-7., but not thereto, but does not include any
200 work such as liquefied petroleum or natural gas fuel lines

within buildings, except for disconnecting or reconnecting changeouts of liquefied petroleum or natural gas appliances within buildings; potable water lines or connections thereto; sanitary sewer lines; swimming pool piping and filters; or electrical power wiring.

9. ~~A Class A air-conditioning contractor may~~ Test and evaluate central air-conditioning, refrigeration, heating, and ventilating systems, including duct work; however, a mandatory licensing requirement is not established for the performance of these specific services.

(i) "Mechanical contractor" means a contractor whose services are unlimited in the execution of contracts requiring the experience, knowledge, and skill to:

1. Install, maintain, repair, fabricate, alter, extend, or design, if not prohibited by law, central air-conditioning, refrigeration, heating, and ventilating systems, including duct work in connection with a complete system if such duct work is performed by the contractor as necessary to complete an air-distribution system, boiler and unfired pressure vessel systems, lift station equipment and piping, and all appurtenances, apparatus, or equipment used in connection therewith, and any duct cleaning and equipment sanitizing that requires at least a partial disassembling of the system. ~~;~~ ~~to~~

2. Install, maintain, repair, fabricate, alter, extend, or design, if not prohibited by law, piping, insulation of pipes,

vessels and ducts, pressure and process piping, pneumatic control piping, gasoline tanks and pump installations and piping for same, standpipes, air piping, vacuum line piping, oxygen lines, nitrous oxide piping, ink and chemical lines, fuel transmission lines, liquefied petroleum gas lines within buildings, and natural gas fuel lines within buildings.~~;~~ ~~to~~

3. Replace, disconnect, or reconnect power wiring on the line or load side of the dedicated existing electrical disconnect switch on single phase electrical systems.~~;~~ ~~to~~

4. Repair or replace power wiring, disconnects, breakers, or fuses for dedicated HVAC circuits with proper use of a circuit breaker lock.~~;~~ ~~to~~

5. Install, disconnect, and reconnect low voltage heating, ventilating, and air-conditioning control wiring.~~;~~ ~~and to~~

6. Install a condensate drain from an air-conditioning unit to an existing safe waste or other approved disposal other than a direct connection to a sanitary system.

7. Replace and repair existing package pool heaters and connect replacement package pool heaters to existing pool piping. The replacement of an existing package pool heater must use the same make and model as the existing package pool heater. This includes maintaining the flow rate, connection points, and heater specifications without modifications to existing pool piping or system components. The replacement or repair of an existing package pool heater does not include alterations to the

pool's hydraulic system, the addition of bypass valves, the installation of new plumbing, the rerouting of pipes, any changes to the pool's circulation system, or any other modifications beyond what is necessary to disconnect and reconnect the unit to the existing piping.

8. Perform ~~The scope of work for such contractor also includes~~ any excavation work incidental to work performed in subparagraphs 1.-7., but not thereto, but does not include any work such as potable water lines or connections thereto, sanitary sewer lines, swimming pool piping and filters, or electrical power wiring.

9. ~~A mechanical contractor may~~ Test and evaluate central air-conditioning, refrigeration, heating, and ventilating systems, including duct work; however, a mandatory licensing requirement is not established for the performance of these specific services.

Section 4. Subsection (1) of section 83.56, Florida Statutes, is amended to read:

83.56 Termination of rental agreement.—

(1) If the landlord materially fails to comply with s. 83.51(2) ~~s. 83.51(1)~~ or material provisions of the rental agreement within 7 days after delivery of written notice by the tenant specifying the noncompliance and indicating the intention of the tenant to terminate the rental agreement by reason thereof, the tenant may terminate the rental agreement. If the

failure to comply with s. 83.51(2) ~~s. 83.51(1)~~ or material provisions of the rental agreement is due to causes beyond the control of the landlord and the landlord has made and continues to make every reasonable effort to correct the failure to comply, the rental agreement may be terminated or altered by the parties, as follows:

(a) If the landlord's failure to comply renders the dwelling unit untenable and the tenant vacates, the tenant shall not be liable for rent during the period the dwelling unit remains uninhabitable.

(b) If the landlord's failure to comply does not render the dwelling unit untenable and the tenant remains in occupancy, the rent for the period of noncompliance shall be reduced by an amount in proportion to the loss of rental value caused by the noncompliance.

Section 5. Subsection (1) of section 83.60, Florida Statutes, is amended to read:

83.60 Defenses to action for rent or possession; procedure.—

(1)(a) In an action by the landlord for possession of a dwelling unit based upon nonpayment of rent or in an action by the landlord under s. 83.55 seeking to recover unpaid rent, the tenant may defend upon the ground of a material noncompliance with s. 83.51(2) ~~s. 83.51(1)~~, or may raise any other defense, whether legal or equitable, that he or she may have, including

the defense of retaliatory conduct in accordance with s. 83.64. The landlord must be given an opportunity to cure a deficiency in a notice or in the pleadings before dismissal of the action.

(b) The defense of a material noncompliance with s. 83.51(2) ~~s. 83.51(1)~~ may be raised by the tenant if 7 days have elapsed after the delivery of written notice by the tenant to the landlord, specifying the noncompliance and indicating the intention of the tenant not to pay rent by reason thereof. Such notice by the tenant may be given to the landlord, the landlord's representative as designated pursuant to s. 83.50, a resident manager, or the person or entity who collects the rent on behalf of the landlord. A material noncompliance with s. 83.51(2) ~~s. 83.51(1)~~ by the landlord is a complete defense to an action for possession based upon nonpayment of rent, and, upon hearing, the court or the jury, as the case may be, shall determine the amount, if any, by which the rent is to be reduced to reflect the diminution in value of the dwelling unit during the period of noncompliance with s. 83.51(2) ~~s. 83.51(1)~~. After consideration of all other relevant issues, the court shall enter appropriate judgment.

Section 6. This act shall take effect July 1, 2026.