

By Senator Jones

34-01639-26

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1                   A bill to be entitled  
2           An act relating to rental agreements for residential  
3           tenancies; amending s. 83.47, F.S.; prohibiting the  
4           imposition of certain fees, surcharges, and time  
5           periods in rental agreements; amending s. 83.56, F.S.;  
6           revising the time period for payment of rent from 3  
7           days to 5 days; prohibiting landlords from imposing  
8           any fee or surcharge during such time period; amending  
9           s. 83.60, F.S.; conforming a provision to changes made  
10          by the act; providing an effective date.

11  
12 Be It Enacted by the Legislature of the State of Florida:

13  
14           Section 1. Paragraphs (c) and (d) are added to subsection  
15           (1) of section 83.47, Florida Statutes, to read:

16           83.47 Prohibited provisions in rental agreements.—

17           (1) A provision in a rental agreement is void and  
18           unenforceable to the extent that it:

19           (c) Imposes any fee or surcharge during the 5-day period  
20           for paying rent as required under s. 83.56(3).

21           (d) Imposes a period of time, regardless of the phrase  
22           used, in which a tenant must pay an additional fee each rental  
23           period for a specified duration because the tenant missed a rent  
24           payment or was late in paying rent.

25           Section 2. Subsection (3) and paragraph (a) of subsection  
26           (5) of section 83.56, Florida Statutes, are amended to read:

27           83.56 Termination of rental agreement.—

28           (3) If the tenant fails to pay rent when due and the  
29           default continues for 5 ~~3~~ days, excluding Saturday, Sunday, and

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30 legal holidays, after delivery of written demand by the landlord  
 31 for payment of the rent or possession of the premises, the  
 32 landlord may terminate the rental agreement. Legal holidays for  
 33 the purpose of this section are ~~shall be~~ court-observed holidays  
 34 only. The landlord may not impose any fee or surcharge during  
 35 the 5-day period. The 5-day ~~3-day~~ notice must ~~shall~~ contain a  
 36 statement in substantially the following form:

37  
 38       You are hereby notified that you are indebted to me in  
 39       the sum of .... dollars for the rent and use of the  
 40       premises ...(address of leased premises, including  
 41       county)..., Florida, now occupied by you and that I  
 42       demand payment of the rent or possession of the  
 43       premises within 5 ~~3~~ days (excluding Saturday, Sunday,  
 44       and legal holidays) after ~~from~~ the date of delivery of  
 45       this notice, to wit: on or before the .... day of  
 46       ....., ...(year)....

47               ...(landlord's name, address and phone number)...

48  
 49       (5) (a) If the landlord accepts rent with actual knowledge  
 50 of a noncompliance by the tenant or accepts performance by the  
 51 tenant of any other provision of the rental agreement that is at  
 52 variance with its provisions, or if the tenant pays rent with  
 53 actual knowledge of a noncompliance by the landlord or accepts  
 54 performance by the landlord of any other provision of the rental  
 55 agreement that is at variance with its provisions, the landlord  
 56 or tenant waives his or her right to terminate the rental  
 57 agreement or to bring a civil action for that noncompliance, but  
 58 not for any subsequent or continuing noncompliance. However, a

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59 landlord does not waive the right to terminate the rental  
60 agreement or to bring a civil action for that noncompliance by  
61 accepting partial rent for the period. If partial rent is  
62 accepted after posting the notice for nonpayment, the landlord  
63 must:

64 1. Provide the tenant with a receipt stating the date and  
65 amount received and the agreed upon date and balance of rent due  
66 before filing an action for possession;

67 2. Place the amount of partial rent accepted from the  
68 tenant in the registry of the court upon filing the action for  
69 possession; or

70 3. Post a new 5-day ~~3-day~~ notice reflecting the new amount  
71 due.

72 Section 3. Subsection (2) of section 83.60, Florida  
73 Statutes, is amended to read:

74 83.60 Defenses to action for rent or possession;  
75 procedure.—

76 (2) In an action by the landlord for possession of a  
77 dwelling unit, if the tenant interposes any defense other than  
78 payment, including, but not limited to, the defense of a  
79 defective 5-day ~~3-day~~ notice, the tenant shall pay into the  
80 registry of the court the accrued rent as alleged in the  
81 complaint or as determined by the court and the rent that  
82 accrues during the pendency of the proceeding, when due. The  
83 clerk shall notify the tenant of such requirement in the  
84 summons. Failure of the tenant to pay the rent into the registry  
85 of the court or to file a motion to determine the amount of rent  
86 to be paid into the registry within 5 days, excluding Saturdays,  
87 Sundays, and legal holidays, after the date of service of

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88 process constitutes an absolute waiver of the tenant's defenses  
89 other than payment, and the landlord is entitled to an immediate  
90 default judgment for removal of the tenant with a writ of  
91 possession to issue without further notice or hearing thereon.  
92 If a motion to determine rent is filed, documentation in support  
93 of the allegation that the rent as alleged in the complaint is  
94 in error is required. Public housing tenants or tenants  
95 receiving rent subsidies are required to deposit only that  
96 portion of the full rent for which they are responsible pursuant  
97 to the federal, state, or local program in which they are  
98 participating.

99 Section 4. This act shall take effect July 1, 2026.