

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 nonpayment of rent from 3
7 days to 5 days; prohibiting landlords from imposing
8 any fees or surcharges during such time period;
9 amending s. 83.60, F.S.; conforming a provision to
10 changes made by the act; providing an effective date.

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

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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 fees or surcharges 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**

(5) of section 83.56, Florida Statutes, are amended to read:

83.56 Termination of rental agreement.—

(3) If the tenant fails to pay rent when due and the default continues for 5 ~~3~~ days, excluding Saturday, Sunday, and legal holidays, after delivery of written demand by the landlord for payment of the rent or possession of the premises, the landlord may terminate the rental agreement. Legal holidays for the purpose of this section are ~~shall be~~ court-observed holidays only. The landlord may not impose any fees or surcharges during the 5-day period. The 5-day ~~3-day~~ notice must ~~shall~~ contain a statement in substantially the following form:

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

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

(5) (a) If the landlord accepts rent with actual knowledge of a noncompliance by the tenant or accepts performance by the tenant of any other provision of the rental agreement that is at variance with its provisions, or if the tenant pays rent with

51 actual knowledge of a noncompliance by the landlord or accepts
52 performance by the landlord of any other provision of the rental
53 agreement that is at variance with its provisions, the landlord
54 or tenant waives his or her right to terminate the rental
55 agreement or to bring a civil action for that noncompliance, but
56 not for any subsequent or continuing noncompliance. However, a
57 landlord does not waive the right to terminate the rental
58 agreement or to bring a civil action for that noncompliance by
59 accepting partial rent for the period. If partial rent is
60 accepted after posting the notice for nonpayment, the landlord
61 must:

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

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

68 3. Post a new 5-day ~~3-day~~ notice reflecting the new amount
69 due.

70 **Section 3. Subsection (2) of section 83.60, Florida**
71 **Statutes, is amended to read:**

72 83.60 Defenses to action for rent or possession;
73 procedure.—

74 (2) In an action by the landlord for possession of a
75 dwelling unit, if the tenant interposes any defense other than

76 payment, including, but not limited to, the defense of a
77 defective 5-day ~~3-day~~ notice, the tenant shall pay into the
78 registry of the court the accrued rent as alleged in the
79 complaint or as determined by the court and the rent that
80 accrues during the pendency of the proceeding, when due. The
81 clerk shall notify the tenant of such requirement in the
82 summons. Failure of the tenant to pay the rent into the registry
83 of the court or to file a motion to determine the amount of rent
84 to be paid into the registry within 5 days, excluding Saturdays,
85 Sundays, and legal holidays, after the date of service of
86 process constitutes an absolute waiver of the tenant's defenses
87 other than payment, and the landlord is entitled to an immediate
88 default judgment for removal of the tenant with a writ of
89 possession to issue without further notice or hearing thereon.
90 If a motion to determine rent is filed, documentation in support
91 of the allegation that the rent as alleged in the complaint is
92 in error is required. Public housing tenants or tenants
93 receiving rent subsidies are required to deposit only that
94 portion of the full rent for which they are responsible pursuant
95 to the federal, state, or local program in which they are
96 participating.

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