

1 A bill to be entitled
2 An act relating to housing; providing a short title;
3 creating s. 20.71, F.S.; creating the Department of
4 Housing and Tenant Rights; requiring the secretary,
5 the head of the department, to be appointed by the
6 Governor and confirmed by the Senate; providing duties
7 of the secretary; providing the purpose of the
8 department; requiring a report on the implementation
9 of an empty homes tax to be provided to the Governor
10 and Legislature by a specified date; providing
11 government reorganization for certain chapters of law;
12 amending s. 83.43, F.S.; revising the definitions of
13 the terms "rent" and "tenant"; creating s. 83.455,
14 F.S.; providing requirements for rental agreements;
15 requiring rental agreements to include certain
16 information; amending s. 83.46, F.S.; providing
17 requirements relating to a written notice of a planned
18 rent increase provided to tenants; amending s. 83.47,
19 F.S.; providing that certain provisions in a rental
20 agreement are void and unenforceable; amending s.
21 83.49, F.S.; providing requirements relating to
22 security deposits; removing the option for a landlord
23 to deposit certain money into a non-interest-bearing
24 account; revising written notice requirements to
25 tenants; providing for damages if a landlord fails to

26 | meet certain requirements; creating s. 83.495, F.S.;

27 | providing a short title; prohibiting landlords from

28 | requiring prospective tenants to pay certain fees;

29 | providing construction; amending s. 83.51, F.S.;

30 | requiring a landlord to inspect a dwelling unit at a

31 | specified time to ensure compliance with applicable

32 | codes; amending s. 83.54, F.S.; requiring certain

33 | records to be removed from a tenant's credit report

34 | under certain circumstances; amending s. 83.56, F.S.;

35 | revising and specifying grounds for termination of a

36 | rental agreement; requiring landlords to provide

37 | certain tenants a specified amount of time to vacate

38 | the premises before bringing a specified action;

39 | amending s. 83.60, F.S.; removing a requirement that

40 | certain money be paid into the registry of the court;

41 | creating s. 83.626, F.S.; authorizing tenants, mobile

42 | home owners, mobile home tenants, and mobile home

43 | occupants who are defendants in certain eviction

44 | proceedings to file a motion with the court to have

45 | the records of such proceedings sealed and to have

46 | their names substituted on the progress docket under

47 | certain conditions; requiring the court to grant such

48 | motions without a hearing if certain requirements are

49 | met; authorizing that such relief be granted only

50 | once; requiring tenants, mobile home owners, mobile

51 home tenants, or mobile home occupants to submit a
52 specified sworn statement; requiring the court to
53 substitute a defendant's name on the progress docket
54 under certain circumstances; prohibiting certain
55 defendants from being eligible for such relief;
56 providing for retroactive applicability; amending s.
57 83.63, F.S.; conforming a cross-reference; amending s.
58 83.67, F.S.; prohibiting a landlord from engaging in
59 certain conduct; providing definitions; creating s.
60 83.675, F.S.; providing definitions; requiring a
61 landlord to give tenants the opportunity to purchase
62 the dwelling unit or premises under certain
63 circumstances; providing requirements for an offer of
64 sale; authorizing a tenant to challenge an offer of
65 sale; creating s. 83.676, F.S.; providing definitions;
66 prohibiting a landlord from evicting a tenant or
67 terminating a rental agreement because the tenant or
68 the tenant's minor child is a victim of actual or
69 threatened domestic violence, dating violence, sexual
70 violence, or stalking; specifying that a rental
71 agreement may not include certain provisions;
72 authorizing a victim of such actual or threatened
73 violence or stalking to terminate a rental agreement
74 under certain circumstances; requiring certain
75 documentation and written notice to be provided to the

76 | landlord; providing for liability for unpaid rent for
77 | the tenant and the perpetrator, if applicable;
78 | specifying that a tenant does not forfeit certain
79 | money paid to the landlord for terminating the rental
80 | agreement under certain circumstances; requiring a
81 | landlord to change the locks of the dwelling unit
82 | within a specified time period under certain
83 | circumstances; authorizing the tenant to change the
84 | locks under certain circumstances; prohibiting certain
85 | actions by a landlord under certain circumstances;
86 | authorizing the filing of a civil action and an award
87 | of damages, fees, and costs under certain
88 | circumstances; prohibiting the waiver or modification
89 | of certain provisions; creating 83.685, F.S.;
90 | prohibiting the purchase of single-family homes for a
91 | specified purpose in certain circumstances;
92 | authorizing civil investigations and actions;
93 | authorizing the award of certain relief; requiring
94 | joinder of certain parties in certain circumstances
95 | for specified purposes; providing for joint and
96 | several liability; providing construction; defining
97 | the terms "affiliate" and "person"; amending s.
98 | 163.31801, F.S.; authorizing local governments and
99 | special districts to adopt a specified impact fee;
100 | requiring that the revenue generated from such impact

101 fee be used for a specified purpose; creating s.
102 166.0452, F.S.; providing definitions; authorizing
103 municipalities to create community land bank programs
104 for a certain purpose; requiring certain
105 municipalities to develop and annually adopt a
106 community land bank plan; providing requirements for
107 such plan; requiring a public hearing on the proposed
108 plan before its adoption; requiring notice to certain
109 entities; requiring the proposed plan to be made
110 public within a certain timeframe before the public
111 hearing; providing requirements for the sale of
112 certain property to land banks; providing that such
113 sale is for a public purpose; prohibiting certain
114 persons from challenging the market value of property
115 under certain circumstances; requiring written notice
116 of a sale of such property to be provided to certain
117 persons in a certain manner within a specified
118 timeframe; authorizing the owner of certain property
119 to contest the sale of such property and requiring
120 such property to be sold in a different manner;
121 specifying that the owner of certain property is not
122 entitled to proceeds from the sale and is not liable
123 for certain deficiencies; authorizing land banks to
124 buy certain property for less than market value under
125 certain circumstances; conveying the right, title, and

126 interest in certain property to land banks; requiring
127 land banks to offer qualified organizations a right of
128 first refusal to purchase certain property; providing
129 requirements for the right of first refusal; providing
130 conditions for the subsequent resale of property
131 acquired by land banks; requiring certain deed
132 restrictions on certain property; providing
133 requirements for such deed restrictions; authorizing
134 the modification of or addition to deed restrictions;
135 requiring land banks to maintain certain records;
136 requiring land banks to file annual audited financial
137 statements within a certain timeframe; requiring land
138 banks to submit an annual performance report to a
139 municipality by a certain date; providing requirements
140 for such report; requiring copies of such report to be
141 provided to certain entities and made available for
142 public review; providing applicability; amending s.
143 196.061, F.S.; providing that rental of certain
144 homestead property does not constitute abandonment in
145 specified circumstances; creating s. 201.025, F.S.;
146 providing the amount of documentary stamp tax imposed
147 on purchases of certain property by certain entities;
148 requiring revenue generated by such tax to be
149 deposited into the Florida Affordable Housing Trust
150 Fund; providing exceptions; creating s. 220.1851,

151 F.S.; providing definitions; authorizing a tax credit
152 for certain projects; providing the maximum value of
153 such credit; authorizing the Florida Housing Finance
154 Corporation to allocate the tax credit among certain
155 projects; authorizing the tax credit to be transferred
156 by the recipient; requiring the Department of Revenue
157 to adopt rules; creating s. 420.50931, F.S.; creating
158 the Retail-to-residence Tax Credit Program for a
159 certain purpose; requiring the corporation to
160 determine which projects are eligible for the tax
161 credit; requiring the corporation to establish and
162 adopt certain procedures and to prepare a specified
163 annual plan; requiring such plan to be approved by the
164 Governor; authorizing the corporation to exercise
165 certain powers; requiring the board of directors of
166 the corporation to administer certain procedures and
167 determine allocations on behalf of the corporation;
168 providing requirements for certain procedures;
169 requiring taxpayers to submit an application with
170 certain information to the corporation; authorizing
171 the corporation to request additional information;
172 providing requirements for the approval of an
173 application for a project; creating s. 420.5098, F.S.;
174 creating the Affordable Housing Construction Loan
175 Program for a certain purpose; providing the

HB 1471

2025

176 corporation with certain powers and responsibilities
177 relating to the program; providing requirements for
178 the program; providing rulemaking authority; providing
179 an effective date.

180
181 Be It Enacted by the Legislature of the State of Florida:

182
183 **Section 1.** This act may be cited as the "Keep Floridians
184 Housed Act."

185 **Section 2. Section 20.71, Florida Statutes, is created to**
186 **read:**

187 20.71 Department of Housing and Tenant Rights.—

188 (1) There is created the Department of Housing and Tenant
189 Rights.

190 (2) The head of the department is the secretary, who shall
191 be appointed by the Governor, subject to confirmation by the
192 Senate. The secretary shall serve at the pleasure of and report
193 to the Governor. The secretary may appoint deputy and assistant
194 secretaries as necessary to aid the secretary in fulfilling his
195 or her statutory obligations. The secretary may create offices
196 or divisions within the department to promote efficient and
197 effective operation of the department.

198 (3) The purpose of the department is to assist the
199 Governor in working with the Legislature, state agencies, and
200 other interested entities to formulate and implement coherent

201 and consistent policies and strategies designed to combat
202 affordable housing and homelessness issues in the state, assist
203 with housing and urban development, and perpetuate amicable
204 landlord-tenant relationships.

205 (4) The department shall, by January 1, 2026, conduct
206 research and submit a report to the Governor, the President of
207 the Senate, and the Speaker of the House of Representatives on a
208 cost-benefit analysis of implementing an empty homes tax.

209 (5) The department shall take over the role of state
210 government from other departments that currently administer
211 chapter 83 and chapters 419-423.

212 **Section 3. Subsections (12) and (17) of section 83.43,**
213 **Florida Statutes, are amended to read:**

214 83.43 Definitions.—As used in this part, the following
215 words and terms shall have the following meanings unless some
216 other meaning is plainly indicated:

217 (12) "Rent" means the periodic payments due the landlord
218 from the tenant for occupancy under a rental agreement ~~and any~~
219 ~~other payments due the landlord from the tenant as may be~~
220 ~~designated as rent in a written rental agreement.~~ The term does
221 not include deposit money, security deposits, late fees, early
222 termination fees, liquidated damages, or any other charge or
223 fee, even if the charge or fee is designated as rent in a
224 written rental agreement.

225 (17) "Tenant" means any person entitled to occupy a

226 dwelling unit or property held out for the use of tenants
227 generally under a rental agreement.

228 **Section 4. Section 83.455, Florida Statutes, is created to**
229 **read:**

230 83.455 Rental agreements.—

231 (1) Immediately after entering into, extending, or
232 renewing a rental agreement, the tenant must be provided a copy
233 of the rental agreement. The rental agreement must be written in
234 plain language and, at the tenant's request, translated into the
235 preferred language of the tenant.

236 (2) Notwithstanding any other provision of law, all rental
237 agreements entered into, extended, or renewed on or after July
238 1, 2025, must include the following provisions:

239 (a) Before a private sale or transfer of title of the
240 dwelling unit or the premises on which the dwelling unit is
241 located, the landlord must provide the tenant with the right of
242 first refusal to purchase the dwelling unit or premises as
243 provided under s. 83.675.

244 (b) If a landlord chooses not to extend or renew a rental
245 agreement, he or she must provide the tenant 60 days' notice of
246 his or her decision and provide a written explanation for such
247 decision.

248 (c) If a rental agreement provision authorizes termination
249 of the rental agreement by the landlord without cause, such
250 provision must require the landlord to provide the tenant just

251 compensation and comprehensive relocation assistance.

252 (d) A landlord may not terminate a tenancy for cause
253 during a state of emergency declared by the Governor under
254 chapter 252.

255 (e) During a state of emergency declared by the Governor
256 under chapter 252, a tenant may install wind-resistant
257 improvements, as described in s. 163.08(4)(a), to the dwelling
258 unit at the tenant's expense.

259 (f) A landlord may not terminate a tenancy because a
260 tenant establishes, attempts to establish, or participates in a
261 tenant organization.

262 **Section 5. Subsection (4) is added to section 83.46,**
263 **Florida Statutes, to read:**

264 83.46 Rent; duration of tenancies.—

265 (4) A landlord must provide to a tenant a written notice,
266 by certified mail or hand delivery, of a planned rent increase
267 at least 60 days before the rental agreement renewal period. If
268 the rent increase is more than 5 percent, the landlord must
269 provide notice, by certified mail or hand delivery, at least 3
270 months before the rental agreement renewal period. If the rent
271 increase is more than 5 percent, the notice must also contain a
272 statement that the tenant may elect to participate in nonbinding
273 mediation, at the expense of the tenant, by providing written
274 notice to the landlord, by certified mail or hand delivery,
275 within 14 days after receipt of the notice of the rent increase.

276 For a tenancy without a specific duration, the landlord must
277 provide written notice, by certified mail or hand delivery, of a
278 planned rent increase within the timeframes provided in s.
279 83.57.

280 **Section 6. Paragraph (c) is added to subsection (1) of**
281 **section 83.47, Florida Statutes, to read:**

282 83.47 Prohibited provisions in rental agreements.—

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

285 (c) Purports that early termination of a rental agreement
286 because of an incident involving actual or threatened domestic
287 violence, dating violence, sexual violence, or stalking, in
288 which the tenant or the tenant's minor child is a victim and not
289 the perpetrator, is a breach of the rental agreement.

290 **Section 7. Subsections (1) through (9) of section 83.49,**
291 **Florida Statutes, are renumbered as subsections (2) through**
292 **(10), respectively, present subsections (1) through (5), (7),**
293 **and (9) are amended, and a new subsection (1) is added to that**
294 **section, to read:**

295 83.49 Deposit money or advance rent; duty of landlord and
296 tenant.—

297 (1) (a) A landlord may not charge a tenant a security
298 deposit that is more than 1 month's rent.

299 (b) The landlord must allow the tenant, at his or her
300 discretion, to pay the total amount of the security deposit in

HB 1471

2025

301 12 equal payments to be paid at the same time and in the same
302 manner as the tenant's rent. If the duration of the rental
303 agreement is less than 1 year, the total amount of the deposit
304 must be paid in equal monthly payments based on the duration of
305 the tenancy and be paid at the same time and in the same manner
306 as the tenant's rent.

307 (c) If a tenant pays his or her security deposit according
308 to paragraph (b), when the rental agreement is terminated or the
309 tenant vacates or abandons the premises before the expiration of
310 the term specified in the rental agreement, the tenant is
311 entitled to a refund equivalent to the amount of the security
312 deposit that he or she already paid, minus any deductions
313 properly claimed by the landlord under subsection (4) for
314 damages.

315 (2)(1) Whenever money is deposited or advanced by a tenant
316 on a rental agreement as security for performance of the rental
317 agreement or as advance rent for other than the next immediate
318 rental period, the landlord or the landlord's agent shall
319 either:

320 ~~(a) Hold the total amount of such money in a separate non-~~
321 ~~interest-bearing account in a Florida financial institution for~~
322 ~~the benefit of the tenant or tenants. The landlord shall not~~
323 ~~commingle such moneys with any other funds of the landlord or~~
324 ~~hypothecate, pledge, or in any other way make use of such moneys~~
325 ~~until such moneys are actually due the landlord;~~

326 (a)~~(b)~~ Hold the total amount of such money in a separate
327 interest-bearing account in a Florida financial institution for
328 the benefit of the tenant or tenants, in which case the tenant
329 shall receive and collect interest in an amount of at least 75
330 percent of the annualized average interest rate payable on such
331 account or interest at the rate of 5 percent per year, simple
332 interest, whichever the landlord elects. The landlord shall not
333 commingle such moneys with any other funds of the landlord or
334 hypothecate, pledge, or in any other way make use of such moneys
335 until such moneys are actually due the landlord; or

336 (b)~~(c)~~ Post a surety bond, executed by the landlord as
337 principal and a surety company authorized and licensed to do
338 business in the state as surety, with the clerk of the circuit
339 court in the county in which the dwelling unit is located in the
340 total amount of the security deposits and advance rent he or she
341 holds on behalf of the tenants or \$50,000, whichever is less.
342 The bond shall be conditioned upon the faithful compliance of
343 the landlord with the provisions of this section and shall run
344 to the Governor for the benefit of any tenant injured by the
345 landlord's violation of the provisions of this section. In
346 addition to posting the surety bond, the landlord shall pay to
347 the tenant interest at the rate of 5 percent per year, simple
348 interest. A landlord, or the landlord's agent, engaged in the
349 renting of dwelling units in five or more counties, who holds
350 deposit moneys or advance rent and who is otherwise subject to

HB 1471

2025

351 the provisions of this section, may, in lieu of posting a surety
352 bond in each county, elect to post a surety bond in the form and
353 manner provided in this paragraph with the office of the
354 Secretary of State. The bond shall be in the total amount of the
355 security deposit or advance rent held on behalf of tenants or in
356 the amount of \$250,000, whichever is less. The bond shall be
357 conditioned upon the faithful compliance of the landlord with
358 the provisions of this section and shall run to the Governor for
359 the benefit of any tenant injured by the landlord's violation of
360 this section. In addition to posting a surety bond, the landlord
361 shall pay to the tenant interest on the security deposit or
362 advance rent held on behalf of that tenant at the rate of 5
363 percent per year simple interest.

364 (3)~~(2)~~ The landlord shall, in the rental ~~lease~~ agreement
365 or within 30 days after receipt of advance rent or a security
366 deposit, give written notice to the tenant which includes
367 disclosure of the advance rent or security deposit. Subsequent
368 to providing such written notice, if the landlord changes the
369 manner or location in which he or she is holding the advance
370 rent or security deposit, he or she must notify the tenant
371 within 30 days after the change as provided in paragraphs (a)-
372 (d). The landlord is not required to give new or additional
373 notice solely because the depository has merged with another
374 financial institution, changed its name, or transferred
375 ownership to a different financial institution. This subsection

HB 1471

2025

376 does not apply to any landlord who rents fewer than five
377 individual dwelling units. Failure to give this notice is not a
378 defense to the payment of rent when due. The written notice
379 must:

380 (a) Be given in person or by mail to the tenant.

381 (b) State the name and address of the depository where the
382 advance rent or security deposit is being held or state that the
383 landlord has posted a surety bond as provided by law.

384 (c) State that whether the tenant is entitled to interest
385 on the deposit and the amount of the interest.

386 (d) Contain the following disclosure:
387

388 YOUR RENTAL AGREEMENT ~~LEASE~~ REQUIRES PAYMENT OF CERTAIN
389 DEPOSITS. THE LANDLORD MAY TRANSFER ADVANCE RENTS TO THE
390 LANDLORD'S ACCOUNT AS THEY ARE DUE AND WITHOUT NOTICE. WHEN YOU
391 MOVE OUT, YOU MUST GIVE THE LANDLORD YOUR NEW ADDRESS SO THAT
392 THE LANDLORD CAN SEND YOU NOTICES REGARDING YOUR DEPOSIT. THE
393 LANDLORD MUST MAIL YOU NOTICE, WITHIN 30 DAYS AFTER YOU MOVE
394 OUT, OF THE LANDLORD'S INTENT TO IMPOSE A CLAIM AGAINST THE
395 DEPOSIT. IF YOU DO NOT REPLY TO THE LANDLORD STATING YOUR
396 OBJECTION TO THE CLAIM WITHIN 15 DAYS AFTER RECEIPT OF THE
397 LANDLORD'S NOTICE, THE LANDLORD WILL COLLECT THE CLAIM AND MUST
398 MAIL YOU THE REMAINING DEPOSIT, IF ANY.

399

400 IF THE LANDLORD FAILS TO TIMELY MAIL YOU NOTICE, THE LANDLORD

401 MUST RETURN THE DEPOSIT BUT MAY LATER FILE A LAWSUIT AGAINST YOU
 402 FOR DAMAGES. IF YOU FAIL TO TIMELY OBJECT TO A CLAIM, THE
 403 LANDLORD MAY COLLECT FROM THE DEPOSIT, BUT YOU MAY LATER FILE A
 404 LAWSUIT CLAIMING A REFUND.

405
 406 YOU SHOULD ATTEMPT TO INFORMALLY RESOLVE ANY DISPUTE BEFORE
 407 FILING A LAWSUIT. GENERALLY, THE PARTY IN WHOSE FAVOR A JUDGMENT
 408 IS RENDERED WILL BE AWARDED COSTS AND ATTORNEY FEES PAYABLE BY
 409 THE LOSING PARTY.

410
 411 THIS DISCLOSURE IS BASIC. PLEASE REFER TO PART II OF CHAPTER 83,
 412 FLORIDA STATUTES, TO DETERMINE YOUR LEGAL RIGHTS AND
 413 OBLIGATIONS.

414
 415 (4)~~(3)~~ The landlord or the landlord's agent may disburse
 416 advance rents from the deposit account to the landlord's benefit
 417 when the advance rental period commences and without notice to
 418 the tenant. For all other deposits:

419 (a) Upon ~~the vacating of the premises for~~ termination of
 420 the rental agreement lease, ~~if the landlord does not intend to~~
 421 ~~impose a claim on the security deposit,~~ the landlord must ~~shall~~
 422 ~~have 15 days to~~ return the security deposit together with
 423 interest within 30 days after the tenant vacates the premises.
 424 ~~if otherwise required,~~ or The landlord has ~~shall have~~ 30 days
 425 after the tenant vacates the premises to give the tenant written

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

426 notice by certified mail to the tenant's last known mailing
 427 address of his or her intention to impose a claim on the deposit
 428 and the reason for imposing the claim. The notice must ~~shall~~
 429 contain a statement in substantially the following form:

430 This is a notice of my intention to impose a claim for
 431 damages in the amount of upon your security deposit, due to
 432 It is sent to you as required by s. 83.49(4) ~~s. 83.49(3)~~,
 433 Florida Statutes. You are hereby notified that you must object
 434 in writing to this deduction from your security deposit within
 435 15 days after ~~from~~ the time you receive this notice or I will be
 436 authorized to deduct my claim from your security deposit. Your
 437 objection must be sent to ...(landlord's address)....

438 If the landlord fails to give the required notice within the 30-
 439 day period, he or she forfeits the right to impose a claim upon
 440 the security deposit and may not seek a setoff against the
 441 deposit but may file an action for damages after return of the
 442 deposit.

443 (b) Unless the tenant objects to the imposition of the
 444 landlord's claim or the amount thereof within 15 days after
 445 receipt of the landlord's notice of intention to impose a claim,
 446 the landlord may ~~then~~ deduct the amount of his or her claim and
 447 must ~~shall~~ remit the balance of the deposit and any interest to
 448 the tenant within 30 days after the date of the notice of
 449 intention to impose a claim for damages. The failure of the
 450 tenant to make a timely objection does not waive any rights of

HB 1471

2025

451 the tenant to seek damages in a separate action.

452 (c) If either party institutes an action in a court of
453 competent jurisdiction to adjudicate the party's right to the
454 security deposit, the prevailing party is entitled to receive
455 his or her court costs plus a reasonable fee for his or her
456 attorney. If a court finds that the landlord failed to meet the
457 requirements of this section, the court must award the tenant
458 damages equal to three times the amount of the tenant's security
459 deposit. The court shall advance the cause on the calendar.

460 (d) Compliance with this section by an individual or
461 business entity authorized to conduct business in this state,
462 including Florida-licensed real estate brokers and sales
463 associates, constitutes compliance with all other relevant
464 Florida Statutes pertaining to security deposits held pursuant
465 to a rental agreement or other landlord-tenant relationship.
466 Enforcement personnel shall look solely to this section to
467 determine compliance. This section prevails over any conflicting
468 provisions in chapter 475 and in other sections of the Florida
469 Statutes, and operates ~~shall operate~~ to permit licensed real
470 estate brokers to disburse security deposits and deposit money
471 without having to comply with the notice and settlement
472 procedures contained in s. 475.25(1)(d).

473 (5) ~~(4)~~ ~~The provisions of~~ This section does ~~do~~ not apply to
474 transient rentals by hotels or motels as defined in chapter 509,
475 or ~~nor do they apply~~ in those instances in which the amount of

476 rent or deposit, or both, is regulated by law or by rules or
477 regulations of a public body, including public housing
478 authorities and federally administered or regulated housing
479 programs including s. 202, s. 221(d)(3) and (4), s. 236, or s. 8
480 of the National Housing Act, as amended, other than for rent
481 stabilization. With the exception of subsections (4), (6), and
482 (7) ~~(3), (5), and (6)~~, this section is not applicable to housing
483 authorities or public housing agencies created pursuant to
484 chapter 421 or other statutes.

485 (6) ~~(5)~~ Except when otherwise provided by the terms of a
486 written rental agreement ~~lease~~, any tenant who vacates or
487 abandons the premises before ~~prior to~~ the expiration of the term
488 specified in the written rental agreement ~~lease~~, or any tenant
489 who vacates or abandons premises which are the subject of a
490 tenancy from week to week, month to month, quarter to quarter,
491 or year to year, must ~~shall~~ give at least 7 days' written
492 notice, which notice must include the address where the tenant
493 may be reached, by certified mail or personal delivery to the
494 landlord before ~~prior to~~ vacating or abandoning the premises
495 ~~which notice shall include the address where the tenant may be~~
496 ~~reached~~. Failure to give such notice relieves ~~shall relieve~~ the
497 landlord of the notice requirement of paragraph (4)(a) ~~(3)(a)~~
498 but does ~~shall~~ not waive any right the tenant may have to the
499 security deposit or any part of it.

500 (8) ~~(7)~~ Upon the sale or transfer of title of the rental

501 property from one owner to another, or upon a change in the
 502 designated rental agent, any and all security deposits or
 503 advance rents being held for the benefit of the tenants must
 504 ~~shall~~ be transferred to the new owner or agent, together with
 505 any earned interest and with an accurate accounting showing the
 506 amounts to be credited to each tenant account. Upon the transfer
 507 of such funds and records to the new owner or agent, and upon
 508 transmittal of a written receipt therefor, the transferor is
 509 free from the obligation imposed in subsection (2) ~~(1)~~ to hold
 510 such moneys on behalf of the tenant. There is a rebuttable
 511 presumption that any new owner or agent received the security
 512 deposit from the previous owner or agent; however, this
 513 presumption is limited to 1 month's rent. This subsection does
 514 not excuse the landlord or agent for a violation of other
 515 provisions of this section while in possession of such deposits.

516 ~~(10) (9) In those cases in which interest is required to be~~
 517 ~~paid to the tenant,~~ The landlord shall pay directly to the
 518 tenant, or credit against the current month's rent, the interest
 519 due to the tenant at least once annually. However, ~~no~~ interest
 520 may not be paid to ~~shall be due~~ a tenant who wrongfully
 521 terminates his or her tenancy before ~~prior to~~ the end of the
 522 rental term.

523 **Section 8. Section 83.495, Florida Statutes, is created to**
 524 **read:**

525 83.495 Prohibited fees.—

526 (1) This section may be cited as the "End Junk Fees for
527 Renters Act."

528 (2) A landlord or a landlord's agent may not require or
529 demand a prospective tenant to pay any fee in connection with
530 the submission of an application for rental of a dwelling unit.
531 Such fees include, but are not limited to, application fees,
532 tenant screening fees, renewal fees, service fees, amenity fees,
533 benefits fees, and any other fee that cannot be avoided by the
534 prospective tenant. Such fees do not include security deposits
535 or fees in lieu of security deposits, rent, or early termination
536 fees.

537 (3) This section does not prohibit a landlord or
538 landlord's agent from requiring a background screening or credit
539 report. However, if a prospective tenant provides a required
540 background screening or credit report issued within 90 days
541 after the application, no fee for such background screening or
542 credit report may be charged by the landlord or landlord's
543 agent. If a prospective tenant does not provide a required
544 background screening or credit report issued within 90 days
545 after the application, the landlord or the landlord's agent may
546 charge the prospective tenant a fee for the actual cost of
547 obtaining the background screening or credit report. Any
548 prospective tenant who is charged a fee under this subsection
549 for a background screening or credit report must be given a
550 written or electronic copy of the background screening or credit

551 report.

552 **Section 9. Paragraph (a) of subsection (1) of section**
 553 **83.51, Florida Statutes, is amended to read:**

554 83.51 Landlord's obligation to maintain premises.—

555 (1) The landlord at all times during the tenancy shall:

556 (a) Comply with the requirements of applicable building,
 557 housing, and health codes. The landlord, at commencement of the
 558 tenancy, must inspect the dwelling unit to ensure compliance
 559 with all applicable codes; or

560
 561 The landlord is not required to maintain a mobile home or other
 562 structure owned by the tenant. The landlord's obligations under
 563 this subsection may be altered or modified in writing with
 564 respect to a single-family home or duplex.

565 **Section 10. Section 83.54, Florida Statutes, is amended to**
 566 **read:**

567 83.54 Enforcement of rights and duties; civil action;
 568 criminal offenses.—Any right or duty declared in this part is
 569 enforceable by civil action. A right or duty enforced by civil
 570 action under this section does not preclude prosecution for a
 571 criminal offense related to the rental agreement or rented
 572 dwelling unit or premises ~~lease or leased property~~. In an action
 573 brought by a tenant for wrongful termination of a rental
 574 agreement, if the court finds in favor of the tenant, any
 575 eviction complaint filed by the landlord must be dismissed and

576 the record of such filing removed from the tenant's credit
577 report.

578 **Section 11. Subsections (5) and (6) of section 83.56,**
579 **Florida Statutes, are renumbered as subsections (6) and (7),**
580 **respectively, subsections (2), (3), and (4), paragraph (b) of**
581 **present subsection (5), and present subsection (6) are amended,**
582 **and new subsections (5) and (8) are added to that section, to**
583 **read:**

584 83.56 Termination of rental agreement.—

585 (2) (a) A landlord must have good cause to terminate a
586 rental agreement. The following reasons constitute good cause to
587 terminate a rental agreement:

588 1. The intentional destruction, damage, or misuse of the
589 landlord's or other tenants' property.

590 2. A tenant's disorderly conduct or continued unreasonable
591 disturbance.

592 3. Failure of the tenant to comply with s. 83.52.

593 4. A violation or breach of the landlord's reasonable
594 rules and regulations.

595 5. A violation or breach of covenants or agreements
596 contained in the rental agreement.

597 6. Use of the dwelling unit or premises for illegal
598 purposes or acts that the tenant has been criminally charged
599 with, including, but not limited to, the manufacture, sale, or
600 use of illegal drugs, theft of property, or assault or threats

601 on the landlord or his or her relatives, as defined in s.
 602 494.001, or employees.

603 7. The dwelling unit or premises are removed from the
 604 rental market because this state, any political subdivision as
 605 defined in s. 1.01(8), or any other entity exercises its power
 606 of eminent domain; the landlord seeks in good faith to
 607 permanently remove the property from the rental market; or the
 608 landlord is converting the dwelling unit or premises from the
 609 rental market to a condominium, cooperative, or fee simple
 610 ownership.

611 8. The dwelling unit or premises are being used as an
 612 incident of employment and such employment is terminated.

613 9. The landlord seeks in good faith to recover possession
 614 of the dwelling unit or premises for his or her own use and
 615 occupancy as a principal residence, or for the use and occupancy
 616 as a principal residence by a relative, as defined in s.
 617 494.001, of the landlord.

618 (b) If any of the violations in subparagraphs (a)1.-6.
 619 ~~exist the tenant materially fails to comply with s. 83.52 or~~
 620 ~~material provisions of the rental agreement, other than a~~
 621 ~~failure to pay rent, or reasonable rules or regulations, the~~
 622 landlord may:

623 1.(a) If the violation such noncompliance is of a nature
 624 that the tenant should not be given an opportunity to cure it or
 625 if the violation noncompliance constitutes a subsequent or

626 continuing violation ~~noncompliance~~ within 12 months after ~~of~~ a
627 written warning by the landlord of a similar violation, deliver
628 a written notice to the tenant specifying the violation
629 ~~noncompliance~~ and the landlord's intent to terminate the rental
630 agreement by reason thereof. ~~Examples of noncompliance which are~~
631 ~~of a nature that the tenant should not be given an opportunity~~
632 ~~to cure include, but are not limited to, destruction, damage, or~~
633 ~~misuse of the landlord's or other tenants' property by~~
634 ~~intentional act or a subsequent or continued unreasonable~~
635 ~~disturbance.~~ In such event, the landlord may terminate the
636 rental agreement, and the tenant has ~~shall~~ have 7 days after
637 ~~from~~ the date that the notice is delivered to vacate the
638 premises. The notice must ~~shall~~ be in substantially the
639 following form:

640
641 You are advised that your rental agreement ~~lease~~ is
642 terminated effective immediately. You ~~shall~~ have 7 days after
643 ~~from~~ the delivery of this letter to vacate the premises. This
644 action is taken because ... (cite the violation
645 ~~noncompliance~~)

646
647 2.(b) If the violation ~~such noncompliance~~ is of a nature
648 that the tenant should be given an opportunity to cure it,
649 deliver a written notice to the tenant specifying the violation
650 ~~noncompliance~~, including a notice that, if the violation

HB 1471

2025

651 ~~noncompliance~~ is not corrected within 7 days after ~~from~~ the date
652 that the written notice is delivered, the landlord will ~~shall~~
653 terminate the rental agreement by reason thereof. ~~Examples of~~
654 ~~such noncompliance include, but are not limited to, activities~~
655 ~~in contravention of the lease or this part such as having or~~
656 ~~permitting unauthorized pets, guests, or vehicles; parking in an~~
657 ~~unauthorized manner or permitting such parking; or failing to~~
658 ~~keep the premises clean and sanitary.~~ If such violation
659 ~~noncompliance~~ recurs within 12 months after receipt of such
660 notice, an eviction action may commence without delivering a
661 subsequent notice pursuant to subparagraph 1. ~~paragraph (a)~~ or
662 this subparagraph ~~paragraph~~. The notice must ~~shall~~ be in
663 substantially the following form:

664
665 You are hereby notified that ...(cite the violation
666 ~~noncompliance~~).... Demand is hereby made that you remedy the
667 violation ~~noncompliance~~ within 7 days after ~~of~~ receipt of this
668 notice or your rental agreement will be ~~lease shall be deemed~~
669 terminated and you must ~~shall~~ vacate the premises upon such
670 termination. If this same conduct or conduct of a similar nature
671 is repeated within 12 months, your tenancy is subject to
672 termination without further warning and without your being given
673 an opportunity to cure the violation ~~noncompliance~~.

674
675 (c) If any other reason provided in paragraph (a) exists,

676 | the landlord may deliver a written notice to the tenant of the
 677 | landlord's intent to terminate the rental agreement. The written
 678 | notice must specify the reason for the termination. In such
 679 | event, the tenant has 7 days after the date that the notice is
 680 | delivered to vacate the premises.

681 | (3) If the tenant fails to pay rent when due and the
 682 | default continues for 3 days, excluding Saturday, Sunday, and
 683 | legal holidays, after delivery of written demand by the landlord
 684 | for payment of the rent or possession of the premises, or if the
 685 | tenant habitually pays late or fails to pay the full amount of
 686 | rent after being given notice of a rent increase as required in
 687 | s. 83.46(4), the landlord may terminate the rental agreement.
 688 | Habitual late payments means more than one late payment
 689 | following the landlord's first written demand for payment. Legal
 690 | holidays for the purpose of this section shall be court-observed
 691 | holidays only. The 3-day notice shall contain a statement in
 692 | substantially the following form:

693 |
 694 | You are hereby notified that you are indebted to me in the
 695 | sum of dollars for the rent and use of the premises
 696 | ...(address of leased premises, including county)..., Florida,
 697 | now occupied by you and that I demand payment of the rent or
 698 | possession of the premises within 3 days (excluding Saturday,
 699 | Sunday, and legal holidays) after ~~from~~ the date of delivery of
 700 | this notice, to wit: on or before the day of,

701 ... (year)....

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

703

704 (4) The delivery of the written notices required by
 705 subsections (1), (2), ~~and (3)~~, and (8) must ~~shall~~ be by mailing
 706 or delivery of a true copy thereof or, if the tenant is absent
 707 from the premises, by leaving a copy thereof at the residence.
 708 The notice requirements of subsections (1), (2), ~~and (3)~~, and
 709 (8) may not be waived in the rental agreement ~~lease~~.

710 (5) Notwithstanding any other law to the contrary, if the
 711 landlord knows or reasonably should know that the tenant is
 712 pregnant or there are children under the age of 18 years living
 713 in the dwelling unit, the landlord must provide the tenant at
 714 least 3 months after delivery of a written notice under
 715 subsection (2) or subsection (3) to vacate the premises before
 716 bringing an action for possession of the dwelling unit under s.
 717 83.59.

718 ~~(6)-(5)~~

719 (b) Any tenant who wishes to defend against an action by
 720 the landlord for possession of the unit for noncompliance of the
 721 rental agreement or of relevant statutes must comply with s.
 722 83.60(2). The court may not set a date for mediation or trial
 723 unless the provisions of s. 83.60(2) have been met, ~~but must~~
 724 ~~enter a default judgment for removal of the tenant with a writ~~
 725 ~~of possession to issue immediately if the tenant fails to comply~~

HB 1471

2025

726 ~~with s. 83.60(2).~~

727 (7)~~(6)~~ If the rental agreement is terminated, the landlord
728 ~~must shall~~ comply with s. 83.49(4) ~~s. 83.49(3)~~.

729 (8) (a) If the landlord seeks in good faith to undertake
730 substantial repairs to the dwelling unit or premises that cannot
731 be completed while the dwelling unit is occupied, and that are
732 necessary to bring the dwelling unit or premises into compliance
733 with applicable codes and laws or under an outstanding notice of
734 code violations, the landlord may deliver a written notice to
735 the tenant of the landlord's intent to terminate the rental
736 agreement. In such event, the tenant has 7 days after the date
737 that the notice is delivered to vacate the premises.

738 (b) A notice terminating a rental agreement under this
739 subsection must include the following information:

740 1. A statement in substantially the following form: "When
741 the needed repairs are completed on your dwelling unit or the
742 premises, the landlord must offer you the opportunity to return
743 to your dwelling unit with a rental agreement of substantially
744 the same terms and at the same rent, subject to the landlord's
745 right to obtain a rent increase for capital improvements."

746 2. If a landlord owns other residential dwelling units and
747 any such unit is available, a statement informing the tenant of
748 the existence of the available unit and an offer to enter into a
749 temporary rental agreement for the available unit or an offer to
750 enter into a new rental agreement for the available unit. The

HB 1471

2025

751 landlord must offer the replacement dwelling unit to the tenant
752 at a rent based on the rent that the tenant is currently paying,
753 allowing for adjustments based on the condition, size, and other
754 amenities of the replacement unit.

755 3. An estimate of the time required to complete the
756 repairs and the date upon which it is expected that the dwelling
757 unit will be ready for habitation.

758 (c) Upon completion of the repairs of the dwelling unit or
759 premises, the landlord must offer the tenant the first right to
760 return to the dwelling unit at the same rent and under a rental
761 agreement of substantially the same terms, subject to the
762 landlord's right to obtain a rent increase for capital
763 improvements.

764 **Section 12. Subsection (2) of section 83.60, Florida**
765 **Statutes, is amended to read:**

766 83.60 Defenses to action for rent or possession;
767 procedure.—

768 (2) In an action by the landlord for possession of a
769 dwelling unit, if the tenant interposes any defense other than
770 payment, including, but not limited to, the defense of a
771 defective 3-day notice, the tenant must ~~shall~~ pay into the
772 registry of the court the accrued rent as alleged in the
773 complaint or as determined by the court and the rent that
774 accrues during the pendency of the proceeding, when due. The
775 clerk shall notify the tenant of such requirement in the

776 ~~summons. Failure of the tenant to pay the rent into the registry~~
777 ~~of the court or to file a motion to determine the amount of rent~~
778 ~~to be paid into the registry within 5 days, excluding Saturdays,~~
779 ~~Sundays, and legal holidays, after the date of service of~~
780 ~~process constitutes an absolute waiver of the tenant's defenses~~
781 ~~other than payment, and the landlord is entitled to an immediate~~
782 ~~default judgment for removal of the tenant with a writ of~~
783 ~~possession to issue without further notice or hearing thereon.~~
784 If a motion to determine rent is filed, documentation in support
785 of the allegation that the rent as alleged in the complaint is
786 in error is required. Public housing tenants or tenants
787 receiving rent subsidies are required to deposit only that
788 portion of the full rent for which they are responsible pursuant
789 to the federal, state, or local program in which they are
790 participating.

791 **Section 13. Section 83.626, Florida Statutes, is created**
792 **to read:**

793 83.626 Court records of eviction proceedings.-

794 (1) A tenant, mobile home owner, mobile home tenant, or
795 mobile home occupant who is a defendant in an eviction
796 proceeding under this part or s. 723.061 may file a motion with
797 the court to have the records of such proceeding sealed and to
798 have his or her name substituted with "tenant" or "occupant" on
799 the progress docket if any of the following conditions are
800 satisfied:

HB 1471

2025

801 (a) The parties file a joint stipulation requesting relief
802 under this section.

803 (b) The case was dismissed.

804 (c) The case was resolved by settlement or stipulation of
805 the parties and the defendant has complied with the terms of the
806 agreement.

807 (d) A default judgment was entered against the defendant
808 and the defendant has satisfied any monetary award included in
809 the judgment. This paragraph does not apply if the action was
810 brought under s. 83.56(2) (a) or s. 723.061(1) (c) for material
811 noncompliance, other than nonpayment of rent, because of the
812 defendant's intentional destruction, damage, or misuse of the
813 landlord's property.

814 (e) A judgment was entered against the defendant on the
815 merits at least 5 years before the motion was filed under this
816 subsection and the defendant has satisfied any monetary award
817 included in the judgment. This paragraph does not apply if the
818 action was brought under s. 83.56(2) (a) or s. 723.061(1) (c) for
819 material noncompliance, other than nonpayment of rent, because
820 of the defendant's intentional destruction, damage, or misuse of
821 the landlord's property.

822 (2) (a) The court shall grant such motion without a hearing
823 if the requirements in paragraph (1) (a) or paragraph (1) (b) are
824 satisfied.

825 (b) If the defendant files a motion on the basis of

826 paragraph (1)(c), paragraph (1)(d), or paragraph (1)(e) being
827 satisfied, the defendant must also serve a copy of the motion on
828 all parties to the proceeding. If a written objection is filed
829 by a party within 30 days after such service, the court must
830 schedule a hearing. If a written objection is not filed within
831 30 days after such service, or the court determines after a
832 hearing that the defendant is eligible for relief, the court
833 must grant the motion.

834 (3) A tenant, mobile home owner, mobile home tenant, or
835 mobile home occupant is entitled to relief under subsection (2)
836 only once. When a tenant, mobile home owner, mobile home tenant,
837 or mobile home occupant files a motion under subsection (1), he
838 or she must also submit a sworn statement under penalty of
839 perjury affirming that he or she has not previously received
840 such relief from a court in this state.

841 (4) In an eviction proceeding under this part or s.
842 723.061, the court must substitute a defendant's name on the
843 progress docket with "tenant" or "occupant" if a judgment is
844 entered in favor of the defendant.

845 (5) A defendant is not eligible for relief under this
846 section if:

847 (a) During any 12-month period, the defendant has had a
848 judgment entered against him or her in two or more eviction
849 proceedings; or

850 (b) During any 24-month period, the defendant has had a

851 judgment entered against him or her in three or more eviction
852 proceedings.

853 (6) This section applies to any judgment entered before,
854 on, or after July 1, 2025.

855 **Section 14. Section 83.63, Florida Statutes, is amended to**
856 **read:**

857 83.63 Casualty damage.—If the premises are damaged or
858 destroyed other than by the wrongful or negligent acts of the
859 tenant so that the enjoyment of the premises is substantially
860 impaired, the tenant may terminate the rental agreement and
861 immediately vacate the premises. The tenant may vacate the part
862 of the premises rendered unusable by the casualty, in which case
863 the tenant's liability for rent shall be reduced by the fair
864 rental value of that part of the premises damaged or destroyed.
865 If the rental agreement is terminated, the landlord shall comply
866 with s. 83.49(4) ~~s. 83.49(3)~~.

867 **Section 15. Section 83.67, Florida Statutes, is amended to**
868 **read:**

869 83.67 Prohibited practices.—

870 (1) A landlord of any dwelling unit governed by this part
871 may ~~shall~~ not cause, directly or indirectly, the termination or
872 interruption of any utility service furnished to the tenant,
873 including, but not limited to, water, heat, light, electricity,
874 gas, elevator, garbage collection, or refrigeration, whether or
875 not the utility service is under the control of, or payment is

876 made by, the landlord.

877 (2) A landlord of any dwelling unit governed by this part
878 ~~may shall~~ not prevent the tenant from gaining reasonable access
879 to the dwelling unit by any means, including, but not limited
880 to, changing the locks or using any bootlock or similar device.

881 (3) A landlord of any dwelling unit governed by this part
882 ~~may shall~~ not discriminate against a servicemember in offering a
883 dwelling unit for rent or in any of the terms of the rental
884 agreement.

885 (4) A landlord of any dwelling unit governed by this part
886 may not discriminate against a person in offering a dwelling
887 unit for rent or in any of the terms of the rental agreement
888 based on the person's race; color; religion; sex; pregnancy;
889 national origin; age; physical, mental, or developmental
890 disability; HIV status; familial status; sexual orientation;
891 gender identity; source of income; or credit score. For purposes
892 of this subsection, the term:

893 (a) "Familial status" means the makeup of a person's
894 family, including whether there is a child under the age of 18
895 living with the person or whether the person is seeking custody
896 of a child under the age of 18.

897 (b) "Gender identity" means the identity, appearance, or
898 behavior of a person, regardless of whether such identity,
899 appearance, or behavior is different from that traditionally
900 associated with the person's physiology or assigned sex at

901 birth.

902 (c) "Sexual orientation" means a person's heterosexuality,
 903 homosexuality, or bisexuality.

904 (5) A landlord of any dwelling unit governed by this part
 905 may not harass or intimidate a tenant for the purpose of
 906 coercing the tenant into terminating the rental agreement.

907 (6) A landlord of any dwelling unit governed by this part
 908 may not refuse to show the dwelling unit, either in person or
 909 through photographs, to a prospective tenant until the
 910 prospective tenant signs a rental agreement.

911 (7) Unless otherwise required by law, a landlord of any
 912 dwelling unit governed by this part may not inquire into or
 913 consider a prospective tenant's criminal history on a rental
 914 application or rental agreement. A landlord may inquire into or
 915 consider a prospective tenant's criminal history only after the
 916 landlord otherwise determines that the prospective tenant
 917 otherwise qualifies to rent a dwelling unit.

918 (8) If a landlord requires a prospective tenant to
 919 complete a rental application before residing in a dwelling
 920 unit, the landlord may not charge an excessive rental
 921 application fee. If, after a prospective tenant submits a rental
 922 application and rental application fee, a dwelling unit is not
 923 available, the landlord must refund the application fee to the
 924 prospective tenant.

925 (9)(4) A landlord may ~~shall~~ not prohibit a tenant from

HB 1471

2025

926 displaying one portable, removable, cloth or plastic United
927 States flag, not larger than 4 and 1/2 feet by 6 feet, in a
928 respectful manner in or on the dwelling unit regardless of any
929 provision in the rental agreement dealing with flags or
930 decorations. The United States flag shall be displayed in
931 accordance with s. 83.52(6). The landlord is not liable for
932 damages caused by a United States flag displayed by a tenant.
933 Any United States flag may not infringe upon the space rented by
934 any other tenant.

935 (10)~~(5)~~ A landlord of any dwelling unit governed by this
936 part may~~shall~~ not remove the outside doors, locks, roof, walls,
937 or windows of the unit except for purposes of maintenance,
938 repair, or replacement; and the landlord may~~shall~~ not remove
939 the tenant's personal property from the dwelling unit unless
940 such action is taken after surrender, abandonment, recovery of
941 possession of the dwelling unit due to the death of the last
942 remaining tenant in accordance with s. 83.59(3)(d), or a lawful
943 eviction. If provided in the rental agreement or a written
944 agreement separate from the rental agreement, upon surrender or
945 abandonment by the tenant, the landlord is not required to
946 comply with s. 715.104 and is not liable or responsible for
947 storage or disposition of the tenant's personal property; if
948 provided in the rental agreement, there must be printed or
949 clearly stamped on such rental agreement a legend in
950 substantially the following form:

951
952 BY SIGNING THIS RENTAL AGREEMENT, THE TENANT AGREES THAT UPON
953 SURRENDER, ABANDONMENT, OR RECOVERY OF POSSESSION OF THE
954 DWELLING UNIT DUE TO THE DEATH OF THE LAST REMAINING TENANT, AS
955 PROVIDED BY CHAPTER 83, FLORIDA STATUTES, THE LANDLORD IS ~~SHALL~~
956 NOT ~~BE~~ LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF THE
957 TENANT'S PERSONAL PROPERTY.

958
959 For the purposes of this section, abandonment is determined
960 ~~shall be~~ as provided ~~set forth~~ in s. 83.59(3)(c).

961 (11)-(6) A landlord who violates any provision of this
962 section is ~~shall be~~ liable to the tenant for actual and
963 consequential damages or 3 months' rent, whichever is greater,
964 and costs, including attorney ~~attorney's~~ fees. Subsequent or
965 repeated violations that are not contemporaneous with the
966 initial violation are ~~shall be~~ subject to separate awards of
967 damages.

968 (12)-(7) A violation of this section constitutes
969 irreparable harm for the purposes of injunctive relief.

970 (13)-(8) The remedies provided by this section are not
971 exclusive and do not preclude the tenant from pursuing any other
972 remedy at law or equity that the tenant may have. The remedies
973 provided by this section ~~shall~~ also apply to a servicemember or
974 person who is a prospective tenant who has been discriminated
975 against under subsection (3) or subsection (4).

976 **Section 16. Section 83.675, Florida Statutes, is created**
977 **to read:**

978 83.675 Tenant opportunity to purchase.—

979 (1) For purposes of this section, the term:

980 (a) "Bona fide offer of sale" means an offer for a price,
981 and, including other material terms, that is at least as
982 favorable as what would be accepted by a purchaser in an arm's
983 length third-party contract, that is comparable to that at which
984 a willing seller and a willing buyer would sell and purchase the
985 dwelling unit or the premises on which the dwelling unit is
986 located, or that is the appraised value of the dwelling unit or
987 premises.

988 (b) "Highest and best use" means the reasonable legal use
989 of a dwelling unit or the premises on which the dwelling unit is
990 located that is physically possible, appropriately supported,
991 and financially feasible and that results in the highest value
992 of the dwelling unit or the premises on which the dwelling unit
993 is located.

994 (c) "Matter-of-right" means the appropriate land use,
995 development density, or building requirements of the dwelling
996 unit or the premises on which the dwelling unit is located under
997 zoning regulations and law.

998 (2) Before a landlord may sell a dwelling unit or the
999 premises on which a dwelling unit is located or issue a notice
1000 to vacate the dwelling unit or premises for purposes of

HB 1471

2025

1001 demolition or discontinuance of housing use, the landlord must
1002 give the tenant an opportunity to purchase the dwelling unit or
1003 the premises on which the dwelling unit is located at a price
1004 and with material terms that represent a bona fide offer of
1005 sale.

1006 (3) A landlord shall provide the tenant a copy of the
1007 offer of sale, in the preferred language of the tenant, by hand
1008 delivery, e-mail, or certified mail. A landlord may not retain a
1009 percentage of ownership in the dwelling unit or the premises on
1010 which the dwelling unit is located in the offer of sale.

1011 (4) The sales price contained in the offer of sale may not
1012 be more than a price that is comparable to that at which a
1013 willing seller and a willing buyer would sell and purchase the
1014 dwelling unit or the premises on which the dwelling unit is
1015 located or that is the appraised value of the dwelling unit or
1016 premises.

1017 (5) The appraised value must be based on rights a landlord
1018 has as a matter-of-right as of the date of the offer of sale,
1019 including any existing right a landlord may have to convert the
1020 dwelling unit or the premises on which the dwelling unit is
1021 located to another use. The appraised value may take into
1022 consideration the highest and best use of the dwelling unit or
1023 premises.

1024 (6) A tenant may challenge an offer of sale as not being a
1025 bona fide offer of sale and request a determination of the

HB 1471

2025

1026 appraised value by an independent licensed appraiser, as defined
1027 in s. 475.611, at his or her expense, by providing written
1028 notice to the landlord and the Division of Consumer Services
1029 within the Department of Agriculture and Consumer Services by
1030 hand delivery, e-mail, or certified mail within 30 days after
1031 receipt of the offer of sale.

1032 (7) The landlord has the burden of proof to establish that
1033 an offer of sale under this section is a bona fide offer of
1034 sale.

1035 **Section 17. Section 83.676, Florida Statutes, is created**
1036 **to read:**

1037 83.676 Early termination of rental agreement by a victim
1038 of domestic violence, dating violence, sexual violence, or
1039 stalking; lock changing.—

1040 (1) As used in this section, the term:

1041 (a) "Dating violence" has the same meaning as in s.
1042 784.046(1)(d).

1043 (b) "Domestic violence" has the same meaning as in s.
1044 741.28.

1045 (c) "Sexual violence" has the same meaning as in s.
1046 784.046(1)(c).

1047 (d) "Stalking," as described in s. 784.048(2), means
1048 willfully, maliciously, and repeatedly following, harassing, or
1049 cyberstalking another person.

1050 (2) A landlord may not terminate a rental agreement or

HB 1471

2025

1051 evict a tenant for an incident involving actual or threatened
1052 domestic violence, dating violence, sexual violence, or stalking
1053 if the tenant or the tenant's minor child is the victim of such
1054 actual or threatened violence or stalking. A rental agreement
1055 may not include a provision deeming that early termination of a
1056 rental agreement because of an incident involving actual or
1057 threatened domestic violence, dating violence, sexual violence,
1058 or stalking, in which the tenant or the tenant's minor child is
1059 a victim and not the perpetrator, is a breach of the rental
1060 agreement.

1061 (3) (a) If a tenant or a tenant's minor child is a victim
1062 of actual or threatened domestic violence, dating violence,
1063 sexual violence, or stalking during the term of a rental
1064 agreement, the tenant may, without penalty, terminate the rental
1065 agreement at any time by providing the landlord with written
1066 notice of the tenant's intent to terminate the rental agreement
1067 and to vacate the premises because of such incident. The
1068 termination of the rental agreement is effective immediately
1069 upon delivery of the written notice and documentation specified
1070 in paragraph (b), if applicable, to the landlord.

1071 (b) Unless the landlord notifies the tenant that
1072 documentation is not needed, a notice of termination from the
1073 tenant required under paragraph (a) must be accompanied by
1074 documentation verifying the tenant's or the tenant's minor
1075 child's status as a victim of actual or threatened domestic

1076 violence, dating violence, sexual violence, or stalking, which
1077 may include:

1078 1. A copy of an injunction for protection against domestic
1079 violence, dating violence, sexual violence, or stalking issued
1080 to the tenant as the victim or as parent of a minor victim;

1081 2. A copy of an order of no contact or a criminal
1082 conviction entered by a court in a criminal case in which the
1083 defendant was charged with a crime relating to domestic
1084 violence, dating violence, sexual violence, or stalking against
1085 the tenant or the tenant's minor child;

1086 3. A written verification from a domestic violence center
1087 certified under chapter 39 or a rape crisis center as defined in
1088 s. 794.055(2) which states that the tenant or the tenant's minor
1089 child is a victim of actual or threatened domestic violence,
1090 dating violence, sexual violence, or stalking; or

1091 4. A copy of a law enforcement report documenting an
1092 incident of actual or threatened domestic violence, dating
1093 violence, sexual violence, or stalking against the tenant or the
1094 tenant's minor child.

1095 (c) A notice of termination from the tenant required under
1096 paragraph (a) must be provided by certified mail or hand
1097 delivery to the landlord, a person authorized to receive notices
1098 on behalf of the landlord under s. 83.50, a resident manager, or
1099 the person or entity that collects the rent on behalf of the
1100 landlord.

1101 (d) If a rental agreement with a specific duration is
1102 terminated by a tenant under this subsection less than 30 days
1103 before the end of the rental agreement, the tenant is liable for
1104 the rent for the remaining period of the rental agreement. If a
1105 rental agreement with a specific duration is terminated by a
1106 tenant under this subsection 30 or more days before the end of
1107 the rental agreement, the tenant is liable for prorated rent for
1108 a period of 30 days immediately following delivery of the notice
1109 of termination. After compliance with this paragraph, the tenant
1110 is released from any further obligation to pay rent,
1111 concessions, damages, fees, or penalties, and the landlord is
1112 not entitled to the remedies provided in s. 83.595.

1113 (e) If a rental agreement is terminated by a tenant under
1114 this subsection, the landlord must comply with s. 83.49(3). A
1115 tenant who terminates a rental agreement under this subsection
1116 does not forfeit any deposit money or advance rent paid to the
1117 landlord.

1118 (f) This subsection does not affect a tenant's liability
1119 for unpaid rent or other amounts owed to the landlord before the
1120 termination of the rental agreement under this subsection.

1121 (g) If the perpetrator of actual or threatened domestic
1122 violence, dating violence, sexual violence, or stalking is also
1123 a tenant under the same rental agreement as the tenant who is a
1124 victim, or whose minor child is a victim, of such actual or
1125 threatened violence or stalking, neither the perpetrator's

HB 1471

2025

1126 liability for rent nor his or her other obligations under the
1127 rental agreement are terminated under this subsection, and the
1128 landlord is entitled to the rights and remedies provided by this
1129 part against the perpetrator.

1130 (4) (a) A tenant or a tenant's minor child who is a victim
1131 of actual or threatened domestic violence, dating violence,
1132 sexual violence, or stalking and who wishes to remain in the
1133 dwelling unit may make a written request to the landlord
1134 accompanied by any one of the documents listed in paragraph
1135 (3) (b), and the landlord shall, within 24 hours after receipt of
1136 the request, change the locks of the tenant's dwelling unit and
1137 provide the tenant with a key to the new locks.

1138 (b) If the landlord fails to change the locks within 24
1139 hours, the tenant may change the locks without the landlord's
1140 permission, notwithstanding any contrary provision in the rental
1141 agreement or other applicable rules or regulations imposed by
1142 the landlord, if all of the following conditions have been met:

1143 1. The locks are changed in like manner as if the landlord
1144 had changed the locks, with locks of similar or better quality
1145 than the original locks.

1146 2. The landlord is notified within 24 hours after the
1147 changing of the locks.

1148 3. The landlord is provided a key to the new locks within
1149 a reasonable time.

1150 (c) If the locks are changed under this subsection, the

1151 landlord is not liable to any person who does not have access to
1152 the dwelling unit.

1153 (5) A landlord may not refuse to enter into a rental
1154 agreement for a dwelling unit, refuse to negotiate for the
1155 rental of a dwelling unit, make a dwelling unit unavailable, or
1156 retaliate in the rental of a dwelling unit because:

1157 (a) The tenant, prospective tenant, or minor child of the
1158 tenant or prospective tenant is a victim of actual or threatened
1159 domestic violence, dating violence, sexual violence, or
1160 stalking; or

1161 (b) The tenant or prospective tenant has previously
1162 terminated a rental agreement because of an incident involving
1163 actual or threatened domestic violence, dating violence, sexual
1164 violence, or stalking in which the tenant, prospective tenant,
1165 or minor child of the tenant or prospective tenant was a victim.

1166
1167 However, the landlord may refuse to enter into a rental
1168 agreement, negotiate for the rental of a dwelling unit, or make
1169 a dwelling unit available if the tenant or prospective tenant
1170 fails to comply with the landlord's request for documentation of
1171 an incident of actual or threatened domestic violence, dating
1172 violence, sexual violence, or stalking that occurred before
1173 termination of a prior rental agreement. A landlord's request
1174 for documentation is satisfied upon the tenant's or prospective
1175 tenant's provision of any one of the documents listed in

1176 paragraph (3) (b).

1177 (6) All information provided to a landlord under
1178 subsections (3), (4), and (5), including the fact that a tenant,
1179 prospective tenant, or a tenant's or prospective tenant's minor
1180 child is or was a victim of actual or threatened domestic
1181 violence, dating violence, sexual violence, or stalking, and
1182 including the tenant's forwarding address, is confidential. The
1183 landlord may not enter such information into any shared database
1184 or provide the information to any other person or entity, except
1185 to the extent such disclosure is:

1186 (a) Made to a person specified in paragraph (3) (c) solely
1187 for a legitimate business purpose;

1188 (b) Requested, or consented to, in writing by the tenant
1189 or the tenant's legal guardian;

1190 (c) Required for use in a judicial proceeding; or

1191 (d) Otherwise required by law.

1192 (7) A tenant or prospective tenant, on his or her own
1193 behalf or on behalf of his or her minor child, may file a civil
1194 action against a landlord for a violation of this section. A
1195 landlord who violates subsection (5) or subsection (6) is
1196 civilly liable to the victim for \$1,000 for punitive damages,
1197 actual and consequential damages, and court costs, including
1198 reasonable attorney fees, unless the landlord can show that this
1199 was the landlord's first violation and the violation was not
1200 committed in bad faith. Subsequent or repeated violations that

1201 are not contemporaneous with the initial violation are subject
 1202 to separate awards of damages.

1203 (8) The provisions of this section may not be waived or
 1204 modified by a rental agreement.

1205 **Section 18. Section 83.685, Florida Statutes, is created**
 1206 **to read:**

1207 83.685 Conversion of single-family homes to rental
 1208 property; ownership quotas prohibited.-

1209 (1) A person may not purchase a single-family home for a
 1210 purpose other than residential use if the person owns 100 or
 1211 more single-family homes that are used primarily for rental
 1212 purposes.

1213 (2) (a) The Attorney General may conduct civil
 1214 investigations and bring civil actions pursuant to this
 1215 subsection. In an action brought by the Attorney General
 1216 pursuant to this subsection, the court may award or impose any
 1217 relief available under this subsection.

1218 (b) A person aggrieved by a violation of this section may
 1219 bring an action in the circuit court against a person who
 1220 acquires a single-family home in violation of this section. A
 1221 court may impose civil penalties on a person that violates this
 1222 section not to exceed \$100 per day for each single-family home
 1223 acquired in violation of this section and may award to a
 1224 plaintiff that prevails in an action brought pursuant to this
 1225 subsection one or more of the following remedies:

- 1226 1. Equitable relief.
- 1227 2. Damages.
- 1228 3. Costs and fees, including reasonable attorney fees.
- 1229 4. Exemplary damages in an amount equal to \$50,000 or
- 1230 three times the total of damages, costs, and fees, whichever is
- 1231 greater.

1232 (c) A court may award to a defendant who prevails in an
 1233 action brought pursuant to this subsection costs and fees,
 1234 including reasonable attorney fees, if the court finds the
 1235 action was not well grounded in fact and warranted by existing
 1236 law or was interposed for any improper purpose, such as to
 1237 harass or to cause unnecessary delay or needless increase in the
 1238 cost of litigation.

1239 (d) In an action arising under paragraph (a) or paragraph
 1240 (b), the court shall grant a motion by the Attorney General or a
 1241 person aggrieved under this section for joinder of any affiliate
 1242 of a defendant named in the litigation for purposes of:

- 1243 1. Ensuring a proper accounting regarding the total number
- 1244 of single-family homes owned by the named defendant and any
- 1245 affiliates.

- 1246 2. Authorizing proper enforcement, remedies, and damages.

1247 (e) If a party is unable to pay an amount awarded by the
 1248 court pursuant to paragraph (b), the court may find any
 1249 interested party joined pursuant to paragraph (d) jointly and
 1250 severally liable for violation of this section and make the

HB 1471

2025

1251 award recoverable against any or all of the joined interested
1252 parties.

1253 (f) This subsection does not limit rights and remedies
1254 available to this state or to any person under any other law and
1255 does not alter or restrict the Attorney General's authority
1256 under this section with regard to conduct involving assertions
1257 of violations of this section.

1258 (3) For purposes of this section, the term:

1259 (a) "Affiliate" means a person, other than an individual,
1260 which wholly or substantially owns, is wholly or substantially
1261 owned by, or is under common ownership with another person.

1262 (b) "Person" means a fiduciary, a firm, an association, a
1263 partnership, a limited liability company, a corporation, or any
1264 other business entity or group acting as a unit. The term
1265 includes an officer or employee of a corporation; a member, a
1266 manager, or an employee of a limited liability company; and a
1267 member or an employee of a partnership who, as officer,
1268 employee, member, or manager, acts on behalf of the business
1269 entity with whom they are associated or an affiliate of that
1270 business entity. The term does not include a governmental
1271 entity.

1272 **Section 19. Subsection (14) is added to section 163.31801,**
1273 **Florida Statutes, to read:**

1274 163.31801 Impact fees; short title; intent; minimum
1275 requirements; audits; challenges.—

HB 1471

2025

1276 (14) A local government may adopt by ordinance or a
1277 special district may adopt by resolution an impact fee that is
1278 charged to a developer when residents are displaced from their
1279 homes due to gentrification by the developer. The revenue
1280 generated from the impact fee must be used for affordable
1281 housing in the county, municipality, or special district that
1282 adopted such impact fee.

1283 **Section 20. Section 166.0452, Florida Statutes, is created**
1284 **to read:**

1285 166.0452 Community Land Bank Program.—

1286 (1) For purposes of this section, the term:

1287 (a) "Affordable" has the same meaning as in s. 420.0004.

1288 (b) "Community housing development organization" has the
1289 same meaning as in s. 420.503.

1290 (c) "Community land bank plan" or "plan" means a plan
1291 adopted by the governing body of a municipality to implement a
1292 community land bank program.

1293 (d) "Community land bank program" or "program" means the
1294 program created by a governing body of a municipality under this
1295 section.

1296 (e) "Land bank" means an entity established or approved by
1297 the governing body of a municipality for the purpose of
1298 acquiring, holding, and transferring unimproved real property
1299 under this section.

1300 (f) "Low-income household" has the same meaning as in s.

1301 420.9071.

1302 (g) "Qualified organization" means a community housing
1303 development organization that meets all of the following
1304 criteria:

1305 1. Contains within its designated geographical boundaries
1306 of operation, as set forth in its application for certification
1307 filed with and approved by the municipality, a portion of the
1308 property that a land bank is offering for sale.

1309 2. Has built at least three single-family homes or
1310 duplexes or one multifamily residential dwelling of four or more
1311 housing units in compliance with all applicable building codes
1312 within the preceding 2-year period and within its designated
1313 geographical boundaries of operation.

1314 3. Has developed or rehabilitated housing units within the
1315 preceding 3-year period that are within a 2-mile radius of the
1316 property that a land bank is offering for sale.

1317 (h) "Qualified participating developer" means a developer
1318 that meets all of the following criteria:

1319 1. Has developed three or more housing units within the 3-
1320 year period preceding its submission of a proposal to the land
1321 bank seeking to acquire real property from a land bank.

1322 2. Has a development plan approved by the governing body
1323 of the municipality for the property acquired from a land bank.

1324 3. Any other requirements adopted by the governing body of
1325 the municipality in its community land bank plan.

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The term includes a qualified organization.

(i) "Very-low-income household" has the same meaning as in s. 420.9071.

(2) The governing body of a municipality may create a community land bank program in which the person charged with selling real property pursuant to a foreclosure judgment may sell certain eligible real property by private sale for purposes of affordable housing developments. The governing body of a municipality that adopts a community land bank program shall establish or approve a land bank for the purpose of acquiring, holding, and transferring unimproved real property under this section.

(3) (a) The governing body of a municipality that creates a community land bank program shall operate the program in conformance with a community land bank plan that the municipality adopts annually. The plan may be amended as needed.

(b) In developing the plan, the governing body of a municipality shall consider other housing plans adopted by the governing body, including the comprehensive plan submitted to the United States Department of Housing and Urban Development and all fair housing plans and policies adopted or agreed to by the governing body.

(c) The plan must include, at a minimum, all of the following:

1351 1. A list of community housing development organizations
 1352 eligible to participate in the right of first refusal under
 1353 subsection (6). The plan must also include the time period
 1354 during which the right of first refusal may be exercised, which
 1355 time period must be at least 9 months but not more than 26
 1356 months after the date of the deed of conveyance of the property
 1357 to the land bank.

1358 2. A right of first refusal for any other nonprofit
 1359 corporation exempted from federal income tax under s. 501(c)(3)
 1360 of the United States Internal Revenue Code if the preeminent
 1361 right of first refusal is provided to qualified organizations as
 1362 provided in subsection (6).

1363 3. A list of the parcels of real property that may be
 1364 eligible for sale to the land bank during the next year.

1365 4. The municipality's plan for the development of
 1366 affordable housing on those parcels of real property.

1367 5. The sources and amounts of money the municipality
 1368 anticipates to be available for subsidies for the development of
 1369 affordable housing in the municipality, including any money
 1370 specifically available for housing developed under the program,
 1371 as approved by the governing body of the municipality at the
 1372 time the plan is adopted.

1373 6. The amount of additional time, if any, that a property
 1374 may be held in the land bank once an offer has been received
 1375 from a qualified participating developer and accepted by the

1376 land bank.

1377 (4) (a) Before the adoption of a plan, the governing body
1378 of a municipality must hold a public hearing on the proposed
1379 plan.

1380 (b) The city manager or his or her designee must provide
1381 notice of the public hearing to all community housing
1382 development organizations and to the neighborhood associations
1383 identified by the governing body of the municipality as serving
1384 the neighborhoods in which properties anticipated to be
1385 available for sale to the land bank under this section are
1386 located.

1387 (c) The city manager or his or her designee must make
1388 copies of the proposed plan available to the public at least 60
1389 days before the date of the public hearing.

1390 (5) (a) Except as provided in paragraph (f), property that
1391 is ordered sold pursuant to a foreclosure judgment may be sold
1392 in a private sale to a land bank by the person charged with the
1393 sale of the property without first offering the property for
1394 sale as otherwise provided in chapter 45 if all of the following
1395 apply:

1396 1. The market value of the property as specified in the
1397 judgment of foreclosure is less than the total amount due under
1398 the judgment, including all taxes, penalties, and interest, plus
1399 the value of nontax liens held by a taxing unit and awarded by
1400 the judgment, court costs, and the cost of the sale.

1401 2. The property is not improved with a building or
1402 buildings.

1403 3. There are delinquent taxes on the property for a total
1404 of at least 5 years.

1405 4. The governing body of the municipality has executed an
1406 interlocal agreement with the other taxing units that are
1407 parties to the foreclosure proceeding which enables those taxing
1408 units to agree to participate in the program while retaining the
1409 right to withhold consent to the sale of the specific properties
1410 to the land bank.

1411 (b) A sale of property for use in connection with the
1412 program is a sale for a public purpose.

1413 (c) If the person being sued in a foreclosure proceeding
1414 does not contest the market value of the property in the
1415 proceeding, the person waives the right to challenge the amount
1416 of the market value determined by the court for purposes of the
1417 sale of the property under s. 45.031.

1418 (d) For any sale of property under this section, the
1419 person charged with the sale of the property must provide each
1420 person who was a defendant to the judgment, or that person's
1421 attorney, written notice at least 90 days before the date of the
1422 proposed sale of the property. Such notice must be given in
1423 accordance with the Florida Rules of Civil Procedure.

1424 (e) After receipt of the notice required under paragraph
1425 (d) and before the date of the proposed sale, the owner of the

1426 property subject to the sale may file with the person charged
1427 with the sale a written request that the property not be sold in
1428 the manner provided under this section.

1429 (f) If the person charged with the sale receives a written
1430 request as provided in paragraph (e), the person must sell the
1431 property as otherwise provided in chapter 45.

1432 (g) The owner of the property subject to the sale may not
1433 receive any proceeds of a sale under this section and does not
1434 have any personal liability for a deficiency of the judgment as
1435 a result of a sale under this section.

1436 (h) If consent is given by the taxing units that are a
1437 party to the judgment, property may be sold to a land bank for
1438 less than the market value of the property as specified in the
1439 judgment or less than the total of all taxes, penalties, and
1440 interest, plus the value of nontax liens held by a taxing unit
1441 and awarded by the judgment, court costs, and the cost of the
1442 sale.

1443 (i) The deed of conveyance of the property sold to a land
1444 bank under this section conveys to the land bank the right,
1445 title, and interest in the property acquired or held by each
1446 taxing unit that was a party to the judgment, subject to the
1447 right of redemption.

1448 (6) After receiving the deed of conveyance of the
1449 property, a land bank must first offer the property for sale to
1450 qualified organizations.

1451 (a) A land bank must provide notice to qualified
1452 organizations by certified mail, return receipt requested, at
1453 least 60 days before the beginning of the time period in which a
1454 right of first refusal may be exercised according to a
1455 municipality's community land bank plan.

1456 (b) If a land bank conveys the property to a qualified
1457 organization before the expiration of the time period specified
1458 by the community land bank plan, the interlocal agreement
1459 executed under subparagraph (5)(a)4. must provide tax abatement
1460 for the property until the expiration of the time period.

1461 (c) During the right of first refusal time period, a land
1462 bank may not sell the property to a qualified participating
1463 developer other than a qualified organization. If all qualified
1464 organizations notify the land bank that they are declining to
1465 exercise their right of first refusal during the applicable time
1466 period, the land bank may sell the property to any other
1467 qualified participating developer at the same price that the
1468 land bank offered the property to the qualified organizations.

1469 (d) If more than one qualified organization expresses an
1470 interest in exercising its right of first refusal, the
1471 organization that has the most geographically compact area
1472 encompassing a portion of the property as designated in its
1473 application for certification is given priority.

1474 (e) A land bank is not required to provide a right of
1475 first refusal to qualified organizations under this section if

1476 the land bank is selling property that reverted to the land bank
1477 as provided under subsection (7).

1478 (7) Each subsequent resale of property acquired by a land
1479 bank under this section must comply with the conditions of this
1480 subsection.

1481 (a) A land bank must sell a property to a qualified
1482 participating developer within 3 years after receiving the deed
1483 of conveyance of the property for the purpose of construction of
1484 affordable housing for sale or rent to low-income households or
1485 very-low-income households. If the land bank has not sold the
1486 property within those 3 years, the property must be transferred
1487 from the land bank back to the taxing units that were parties to
1488 the foreclosure judgment for disposition as otherwise allowed
1489 under law.

1490 (b) The number of properties acquired by a qualified
1491 participating developer under this section on which development
1492 has not been completed may not at any time exceed three times
1493 the annual average residential production completed by the
1494 qualified participating developer during the preceding 2-year
1495 period, as determined by the governing body of the municipality.
1496 In its community land bank plan, the governing body of the
1497 municipality may increase the number of properties a qualified
1498 participating developer may acquire.

1499 (c) The deed conveying a property sold by a land bank must
1500 include a right of reverter so that, if the qualified

1501 participating developer does not apply for a construction permit
1502 and close on any construction financing within 2 years after the
1503 date of the conveyance of the property from the land bank to the
1504 qualified participating developer, the property reverts to the
1505 land bank for subsequent resale to another qualified
1506 participating developer or conveyance to the taxing units as
1507 required under paragraph (a).

1508 (d) The proceeds from sales under this section must be
1509 reinvested back into the community land bank program.

1510 (8)(a) A land bank must impose deed restrictions on
1511 property sold to qualified participating developers requiring
1512 the development and sale or rental of the property to low-income
1513 households and very-low-income households.

1514 (b) At least 25 percent of a land bank's properties sold
1515 during any given fiscal year to be developed for sale must be
1516 deed restricted for sale to households whose total annual
1517 household income does not exceed 60 percent of the area median
1518 income, adjusted for household size, for the metropolitan
1519 statistical area in which the municipality is located, as
1520 determined annually by the United States Department of Housing
1521 and Urban Development.

1522 (c)1. If the property sold is to be developed for rental
1523 units, the deed restrictions must last for at least 20 years and
1524 prohibit the exclusion of a person or family from admission to
1525 the development based solely on the participation of the person

1526 or family in the Housing Choice Voucher Program under s. 8 of
1527 the United States Housing Act of 1937, as amended. Additionally,
1528 the deed restrictions must require:

1529 a. That 100 percent of the rental units be occupied by and
1530 affordable to households whose total annual household income
1531 does not exceed 60 percent of the area median income, adjusted
1532 for household size, for the metropolitan statistical area in
1533 which the municipality is located, as determined annually by the
1534 United States Department of Housing and Urban Development;

1535 b. That 40 percent of the rental units be occupied by and
1536 affordable to households whose total annual household income
1537 does not exceed 50 percent of the area median income, adjusted
1538 for household size, for the metropolitan statistical area in
1539 which the municipality is located, as determined annually by the
1540 United States Department of Housing and Urban Development; or

1541 c. That 20 percent of the rental units be occupied by and
1542 affordable to households whose total annual household income
1543 does not exceed 30 percent of the area median income, adjusted
1544 for household size, for the metropolitan statistical area in
1545 which the municipality is located, as determined annually by the
1546 United States Department of Housing and Urban Development.

1547 2. The owner of a development with deed restrictions
1548 required under this paragraph must file an annual occupancy
1549 report with the municipality on a form adopted by the governing
1550 body of the municipality.

1551 (d) Except as otherwise provided in this section, if the
1552 deed restrictions imposed under this subsection are for a number
1553 of years, the deed restrictions must renew automatically.

1554 (e) A land bank or the governing body of a municipality
1555 may modify or add to the deed restrictions imposed under this
1556 subsection. Any modifications or additions made by the governing
1557 body of the municipality must be adopted by the governing body
1558 as part of its community land bank plan and must comply with the
1559 restrictions in this subsection.

1560 (9) (a) A land bank must keep accurate minutes of its
1561 meetings and accurate records and books of account that conform
1562 with generally accepted principles of accounting and that
1563 clearly reflect the income and expenses of the land bank and all
1564 transactions in relation to its property.

1565 (b) A land bank must maintain in its records for
1566 inspection a copy of the sale settlement statement for each
1567 property sold by a qualified participating developer and a copy
1568 of the first page of the mortgage note with the interest rate
1569 and indicating the volume and page number of the instrument as
1570 filed with the county clerk.

1571 (c) Within 90 days after the close of its fiscal year, a
1572 land bank must file with the municipality an annual audited
1573 financial statement prepared by a certified public accountant.
1574 The financial transactions of the land bank are subject to audit
1575 by the municipality.

1576 (d) For purposes of evaluating the effectiveness of the
1577 program, a land bank must submit an annual performance report to
1578 the municipality by November 1 of each year in which the land
1579 bank acquires or sells property under this section. The
1580 performance report must include all of the following:

1581 1. A complete and detailed written accounting of all money
1582 and properties received and disbursed by the land bank during
1583 the preceding fiscal year.

1584 2. For each property acquired by the land bank during the
1585 preceding fiscal year:

1586 a. The street address of the property.

1587 b. The legal description of the property.

1588 c. The date on which the land bank took title to the
1589 property.

1590 d. The full name and street address of the property owner
1591 of record at the time of the foreclosure proceeding.

1592 3. For each property sold by the land bank to a qualified
1593 participating developer during the preceding fiscal year:

1594 a. The street address of the property.

1595 b. The legal description of the property.

1596 c. The full name and mailing address of the developer.

1597 d. The purchase price paid by the developer.

1598 e. The maximum incomes allowed for the households by the
1599 terms of the sale.

1600 f. The source and amount of any public subsidy provided by

HB 1471

2025

1601 the municipality to facilitate the sale or rental of the
1602 property to a household within the targeted income range.

1603 4. For each property sold by a qualified participating
1604 developer during the preceding fiscal year, the buyer's
1605 household income and a description of all use and sale
1606 restrictions.

1607 5. For each property developed for rental units with an
1608 active deed restriction, a copy of the most recent annual report
1609 filed by the owner of the land bank.

1610 (e) A land bank must provide copies of the performance
1611 report to the taxing units that were parties to the judgment of
1612 foreclosure and provide notice of the availability of the
1613 performance report for review to the organizations and
1614 neighborhood associations identified by the governing body of
1615 the municipality as serving the neighborhoods in which
1616 properties sold to the land bank under this section are located.

1617 (f) The land bank and municipality must maintain copies of
1618 all performance reports and make such reports available for
1619 public review.

1620 (10) This section does not apply to property acquired
1621 through an eminent domain action.

1622 **Section 21. Subsection (1) of section 196.061, Florida**
1623 **Statutes, is amended to read:**

1624 196.061 Rental of homestead to constitute abandonment.—

1625 (1) (a) Except as provided in paragraph (b), the rental of

HB 1471

2025

1626 all or substantially all of a dwelling previously claimed to be
1627 a homestead for tax purposes shall constitute the abandonment of
1628 such dwelling as a homestead, and the abandonment continues
1629 until the dwelling is physically occupied by the owner. However,
1630 such abandonment of the homestead after January 1 of any year
1631 does not affect the homestead exemption for tax purposes for
1632 that particular year unless the property is rented for more than
1633 30 days per calendar year for 2 consecutive years.

1634 (b) The rental of any portion of a dwelling previously
1635 claimed to be a homestead for tax purposes does not constitute
1636 abandonment if the owner resides on the property.

1637 **Section 22. Section 201.025, Florida Statutes, is created**
1638 **to read:**

1639 201.025 Tax on deeds relating to residential property
1640 purchased by private equity firms.—

1641 (1) When a deed, an instrument, or any other writing for a
1642 residential single-family dwelling, a manufactured home, or an
1643 apartment complex is granted, assigned, transferred, or
1644 otherwise conveyed to a purchaser that is a private equity firm
1645 or corporation that has at least \$20 million in assets, the tax
1646 is \$100 on each \$100 of the consideration.

1647 (2) All documentary stamp tax revenues generated under
1648 this section must be deposited into the Florida Affordable
1649 Housing Trust Fund.

1650 (3) Taxes imposed by this section do not apply to an

1651 assignment, a deed, a transfer, a conveyance, or any other
1652 disposition that arises out of a transfer of real property if
1653 the purchaser is:

1654 (a) A nonprofit organization as defined in s. 201.02(6).

1655 (b) A government entity as defined in s. 768.295(2).

1656 (c) A person purchasing such real property pursuant to a
1657 government program to provide housing to low-income persons as
1658 defined in s. 420.0004(11).

1659 **Section 23. Section 220.1851, Florida Statutes, is created**
1660 **to read:**

1661 220.1851 Retail-to-residence tax credit.—

1662 (1) As used in this section, the term:

1663 (a) "Credit period" means the period of 5 years beginning
1664 with the year a project is completed.

1665 (b) "Designated project" means a qualified project
1666 designated pursuant to s. 420.50931 to receive the tax credit
1667 under this section.

1668 (c) "Qualified project" means a project to redevelop a
1669 structure that was originally developed as a shopping center to
1670 provide appropriate and affordable workforce housing.

1671 (d) "Shopping center" means an area designed to provide
1672 space for multiple storefronts within a single building or
1673 sharing a common parking lot.

1674 (2) (a) There shall be allowed a tax credit of up to 9
1675 percent, but no more than necessary to make the project

1676 feasible, of the total cost of a designated project for each
1677 year of the credit period against any tax due for a taxable year
1678 under this chapter.

1679 (b) The tax credit shall be allocated among designated
1680 projects by the Florida Housing Finance Corporation as provided
1681 in s. 420.50931.

1682 (c) A tax credit allocated to a designated project may be
1683 subject to transfer by the recipient. Such transferred credits
1684 may not be transferred again. The department shall adopt rules
1685 necessary to administer this paragraph.

1686 **Section 24. Section 420.50931, Florida Statutes, is**
1687 **created to read:**

1688 420.50931 Retail-to-residence Tax Credit Program.—

1689 (1) There is created the Retail-to-residence Tax Credit
1690 Program for the purpose of redeveloping shopping centers into
1691 appropriate and affordable workforce housing.

1692 (2) The corporation shall determine those qualified
1693 projects, as defined in s. 220.1851(1), which shall be
1694 considered designated projects under s. 220.1851 and eligible
1695 for the corporate tax credit under that section. The corporation
1696 shall establish procedures necessary for proper allocation and
1697 distribution of tax credits, including the establishment of
1698 criteria for ensuring that the housing is appropriate and
1699 affordable for the workers of the state, and may exercise all
1700 powers necessary to administer the allocation of such credits.

1701 The board of directors of the corporation shall administer the
1702 allocation procedures and determine allocations on behalf of the
1703 corporation. The corporation shall prepare an annual plan, which
1704 must be approved by the Governor, containing general guidelines
1705 for the allocation of tax credits to designated projects.

1706 (3) The corporation shall adopt allocation procedures to
1707 ensure that tax credits are used in a fair manner, taking into
1708 consideration the timeliness of the application, the location of
1709 the proposed project, the relative need in the area for
1710 appropriate and affordable workforce housing and the
1711 availability of such housing, the economic feasibility of the
1712 proposed project, and the ability of the applicant to complete
1713 the proposed project in the calendar year for which the tax
1714 credit is sought.

1715 (4) (a) A taxpayer who wishes to participate in the Retail-
1716 to-residence Tax Credit Program must submit an application for
1717 tax credit to the corporation. The application must identify the
1718 proposed project and the location of the proposed project and
1719 include evidence that the proposed project is a qualified
1720 project as defined in s. 220.1851(1). The corporation may
1721 request any information from an applicant necessary to enable
1722 the corporation to allocate tax credits pursuant to the
1723 procedures adopted under subsection (3).

1724 (b) The corporation's approval of an application for a
1725 project must be in writing and include a statement of the

1726 maximum tax credit that may be granted to the applicant.

1727 **Section 25. Section 420.5098, Florida Statutes, is created**
1728 **to read:**

1729 420.5098 Affordable Housing Construction Loan Program.—

1730 (1) The Affordable Housing Construction Loan Program is
1731 created to encourage the new construction of affordable homes
1732 for purchase by low-income to moderate-income homebuyers by
1733 providing a revolving line of construction funding.

1734 (2) The corporation may provide loans under the program to
1735 applicants for construction of affordable housing. Applicants
1736 may draw from the loan up to five times per home. All homes must
1737 meet the requirements of the Florida Building Code or, if more
1738 stringent, local amendments to the Florida Building Code.

1739 (3) Qualified homebuyers of homes built under this program
1740 must be first-time homebuyers who earn no more than 120 percent
1741 of the area median income.

1742 (4) The corporation shall develop a loan application
1743 process for the program.

1744 (5) The corporation may adopt rules pursuant to ss.
1745 120.536(1) and 120.54 to implement this section.

1746 **Section 26.** This act shall take effect July 1, 2025.