

1 A bill to be entitled
2 An act relating to electronic delivery of notices to
3 tenants; creating s. 83.505, F.S.; authorizing a
4 landlord or tenant to electronically deliver notices
5 to the other party if certain conditions are met;
6 providing that a notice delivered by e-mail is deemed
7 delivered at the time the e-mail is sent; providing an
8 exception; requiring the sender of the e-mail to
9 maintain certain information; providing construction;
10 amending ss. 83.49, 83.50, 83.51, 83.56, and 83.575,
11 F.S.; conforming provisions to changes made by the
12 act; making technical changes; providing an effective
13 date.

14
15 Be It Enacted by the Legislature of the State of Florida:

16
17 **Section 1. Section 83.505, Florida Statutes, is created to**
18 **read:**

19 83.505 Electronic delivery of notices.—

20 (1) A landlord or tenant may electronically deliver via an
21 e-mail address any notices required under this part to the other
22 party if the parties have signed an addendum to the rental
23 agreement specifically agreeing to the electronic delivery of
24 notices and have provided a valid e-mail address for such
25 purpose.

26 (2) A notice delivered electronically pursuant to this
27 section is deemed delivered at the time it is sent, unless the
28 sender receives a notification that the e-mail was not
29 successfully delivered.

30 (3) The sender of the e-mail must maintain a copy of any
31 notice sent electronically and evidence of the transmission of
32 the e-mail.

33 (4) This section does not preclude service of notices by
34 any other means permitted by law.

35 **Section 2. Paragraphs (a) and (d) of subsection (2),**
36 **paragraph (a) of subsection (3), and subsections (4), (5), (8),**
37 **and (9) of section 83.49, Florida Statutes, are amended to read:**

38 83.49 Deposit money or advance rent; duty of landlord and
39 tenant.—

40 (2) The landlord shall, in the lease agreement or within
41 30 days after receipt of advance rent or a security deposit,
42 give written notice to the tenant which includes disclosure of
43 the advance rent or security deposit. Subsequent to providing
44 such written notice, if the landlord changes the manner or
45 location in which he or she is holding the advance rent or
46 security deposit, he or she must notify the tenant within 30
47 days after the change as provided in paragraphs (a)-(d). The
48 landlord is not required to give new or additional notice solely
49 because the depository has merged with another financial
50 institution, changed its name, or transferred ownership to a

different financial institution. This subsection does not apply to any landlord who rents fewer than five individual dwelling units. Failure to give this notice is not a defense to the payment of rent when due. The written notice must:

(a) Be given in person or delivered by mail or e-mail in accordance with s. 83.505 to the tenant.

(d) Contain the following disclosure:

YOUR RENTAL AGREEMENT ~~LEASE~~ REQUIRES PAYMENT OF CERTAIN DEPOSITS. THE LANDLORD MAY TRANSFER ADVANCE RENTS TO THE LANDLORD'S ACCOUNT AS THEY ARE DUE AND WITHOUT NOTICE. WHEN YOU MOVE OUT, YOU MUST GIVE THE LANDLORD YOUR NEW ADDRESS SO THAT THE LANDLORD CAN SEND YOU NOTICES REGARDING YOUR DEPOSIT. THE LANDLORD MUST PROVIDE YOU WRITTEN ~~MAIL-TO~~ NOTICE IN PERSON, BY MAIL, OR BY E-MAIL IN ACCORDANCE WITH SECTION 83.505, FLORIDA STATUTES, WITHIN 30 DAYS AFTER YOU MOVE OUT, OF THE LANDLORD'S INTENT TO IMPOSE A CLAIM AGAINST THE DEPOSIT. IF YOU DO NOT REPLY TO THE LANDLORD STATING YOUR OBJECTION TO THE CLAIM WITHIN 15 DAYS AFTER RECEIPT OF THE LANDLORD'S WRITTEN NOTICE, THE LANDLORD WILL COLLECT THE CLAIM AND MUST MAIL YOU THE REMAINING DEPOSIT, IF ANY.

IF THE LANDLORD FAILS TO TIMELY PROVIDE ~~MAIL~~ YOU NOTICE, THE LANDLORD MUST RETURN THE DEPOSIT BUT MAY LATER FILE A LAWSUIT AGAINST YOU FOR DAMAGES. IF YOU FAIL TO TIMELY OBJECT TO A CLAIM, THE LANDLORD MAY COLLECT FROM THE DEPOSIT, BUT YOU MAY LATER FILE A LAWSUIT CLAIMING A REFUND.

76 YOU SHOULD ATTEMPT TO INFORMALLY RESOLVE ANY DISPUTE BEFORE
77 FILING A LAWSUIT. GENERALLY, THE PARTY IN WHOSE FAVOR A JUDGMENT
78 IS RENDERED WILL BE AWARDED COSTS AND ATTORNEY FEES PAYABLE BY
79 THE LOSING PARTY.

80 THIS DISCLOSURE IS BASIC. PLEASE REFER TO PART II OF CHAPTER 83,
81 FLORIDA STATUTES, TO DETERMINE YOUR LEGAL RIGHTS AND
82 OBLIGATIONS.

83 (3) The landlord or the landlord's agent may disburse
84 advance rents from the deposit account to the landlord's benefit
85 when the advance rental period commences and without notice to
86 the tenant. For all other deposits:

87 (a) Upon the vacating of the premises for termination of
88 the rental agreement ~~lease~~, if the landlord does not intend to
89 impose a claim on the security deposit, the landlord must ~~shall~~
90 ~~have 15 days to~~ return the security deposit together with
91 interest if otherwise required within 15 days after the
92 termination of the rental agreement. If the landlord intends to
93 impose a claim on the deposit, ~~or~~ the landlord must, within 30
94 days after the termination of the rental agreement, provide
95 ~~shall have 30 days to give~~ the tenant written notice by
96 certified mail to the tenant's last known mailing address or by
97 e-mail in accordance with s. 83.505 of his or her intention to
98 impose a claim on the deposit and the reason for imposing the
99 claim. The written notice must ~~shall~~ contain a statement in
100 substantially the following form:

101 This is a notice of my intention to impose a claim for
102 damages in the amount of upon your security deposit, due to
103 It is sent to you as required by s. 83.49(3), Florida
104 Statutes. You are hereby notified that you must object in
105 writing to this deduction from your security deposit within 15
106 days after ~~from~~ the time you receive this notice or I will be
107 authorized to deduct my claim from your security deposit. Your
108 objection must be sent to ...(landlord's address)....

109 If the landlord fails to give the required written notice within
110 the 30-day period, he or she forfeits the right to impose a
111 claim upon the security deposit and may not seek a setoff
112 against the deposit but may file an action for damages after
113 returning ~~return of~~ the security deposit to the tenant.

114 (4) ~~The provisions of~~ This section does ~~do~~ not apply to
115 transient rentals by hotels or motels as defined in chapter 509
116 ~~or; nor do they apply~~ in those instances in which the amount of
117 rent or deposit, or both, is regulated by law or by rules or
118 regulations of a public body, including public housing
119 authorities and federally administered or regulated housing
120 programs including s. 202, s. 221(d)(3) and (4), s. 236, or s. 8
121 of the National Housing Act, as amended, other than for rent
122 stabilization. With the exception of subsections (3), (5), and
123 (6), this section is not applicable to housing authorities or
124 public housing agencies created pursuant to chapter 421 or other
125 statutes.

126 (5) Except when otherwise provided by the terms of a
127 written rental agreement ~~lease~~, any tenant who vacates or
128 abandons the premises before ~~prior to~~ the expiration of the term
129 specified in the rental agreement ~~written lease~~, or any tenant
130 who vacates or abandons premises which are the subject of a
131 tenancy from week to week, month to month, quarter to quarter,
132 or year to year, must ~~shall~~ give at least 7 days' written notice
133 by certified mail or personal delivery to the landlord before
134 ~~prior to~~ vacating or abandoning the premises which notice must
135 ~~shall~~ include the address where the tenant may be reached.
136 Failure to give such notice relieves ~~shall relieve~~ the landlord
137 of the notice requirement of paragraph (3)(a) but does ~~shall~~ not
138 waive any right the tenant may have to the security deposit or
139 any part of it.

140 (8) Any person licensed under ~~the provisions of~~ s.
141 509.241, unless excluded by the provisions of this part, who
142 fails to comply with ~~the provisions of this part~~ is ~~shall be~~
143 subject to a fine or to the suspension or revocation of his or
144 her license by the Division of Hotels and Restaurants of the
145 Department of Business and Professional Regulation in the manner
146 provided in s. 509.261.

147 (9) In those cases in which interest is required to be
148 paid to the tenant, the landlord must ~~shall~~ pay directly to the
149 tenant, or credit against the current month's rent, the interest
150 due to the tenant at least once annually. However, a landlord is

151 not required to pay interest to ~~no interest shall be due~~ a
152 tenant who wrongfully terminates his or her tenancy before ~~prior~~
153 ~~to~~ the end of the rental term.

154 **Section 3. Section 83.50, Florida Statutes, is amended to**
155 **read:**

156 83.50 Disclosure of landlord's address.—In addition to any
157 other disclosure required by law, the landlord, or a person
158 authorized to enter into a rental agreement on the landlord's
159 behalf, shall disclose in writing to the tenant, at or before
160 the commencement of the tenancy, the name and address of the
161 landlord or a person authorized to receive notices and demands
162 in the landlord's behalf. The person so authorized to receive
163 notices and demands retains authority until the tenant is
164 notified otherwise. All notices of such names and addresses or
165 changes thereto must ~~shall~~ be delivered to the tenant's
166 residence or, if specified in writing by the tenant, to any
167 other address, or such notices may be sent by e-mail in
168 accordance with s. 83.505.

169 **Section 4. Paragraph (a) of subsection (2) of section**
170 **83.51, Florida Statutes, is amended to read:**

171 83.51 Landlord's obligation to maintain premises.—
172 (2)(a) Unless otherwise agreed in writing, in addition to
173 the requirements of subsection (1), the landlord of a dwelling
174 unit other than a single-family home or duplex shall, at all
175 times during the tenancy, make reasonable provisions for:

176 1. The extermination of rats, mice, roaches, ants, wood-
177 destroying organisms, and bedbugs. If the tenant must vacate
178 ~~When vacation of the premises is required~~ for such
179 extermination, the landlord is not liable for damages but must
180 ~~shall~~ abate the rent. The landlord must provide 7 days' written
181 notice, in person, by mail, or by e-mail in accordance with s.
182 83.505, to the tenant if the tenant must temporarily vacate the
183 premises for a period of time not to exceed 4 days, on 7 days'
184 ~~written notice, if necessary,~~ for extermination pursuant to this
185 subparagraph. A tenant is only required to vacate the premises
186 for a period of time not to exceed 4 days.

187 2. Locks and keys.

188 3. The clean and safe condition of common areas.

189 4. Garbage removal and outside receptacles therefor.

190 5. Functioning facilities for heat during winter, running
191 water, and hot water.

192 **Section 5. Subsection (4) of section 83.56, Florida**
193 **Statutes, are amended to read:**

194 83.56 Termination of rental agreement.—

195 (4) (a) The delivery of the written notice ~~notices~~ required
196 by subsection ~~subsections~~ (1), ~~(2), and (3)~~ shall be by mailing
197 or delivering ~~delivery of~~ a true copy thereof.

198 (b) The delivery of the written notices required by
199 subsections (2) and (3) shall be by mailing, delivering a true
200 copy thereof, e-mailing in accordance with s. 83.505, or, if the

tenant is absent from the premises, by leaving a copy thereof at the residence.

(c) The notice requirements of subsections (1), (2), and (3) may not be waived in the rental agreement ~~lease~~.

Section 6. Subsections (1) and (2) of section 83.575, Florida Statutes, are amended to read:

83.575 Termination of tenancy with specific duration.—

(1) A rental agreement with a specific duration may contain a provision requiring the tenant to notify the landlord within a specified period before vacating the premises at the end of the rental agreement, if such provision also requires the landlord to notify the tenant in a manner prescribed by s. 83.56(4) within such notice period if the rental agreement will not be renewed. ~~; however,~~ A rental agreement may not require less than 30 days' notice or more than 60 days' notice from either the tenant or the landlord.

(2) A rental agreement with a specific duration may provide that if a tenant fails to give the required notice before vacating the premises at the end of the rental agreement, the tenant may be liable for liquidated damages as specified in the rental agreement if the landlord provides written notice to the tenant specifying the tenant's obligations under the notification provision contained in the rental agreement ~~lease~~ and the date the rental agreement is terminated. The landlord must provide such written notice to the tenant in a manner

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226 prescribed by s. 83.56(4) within 15 days before the start of the
227 notification period contained in the rental agreement ~~lease~~. The
228 written notice must ~~shall~~ list all fees, penalties, and other
229 charges applicable to the tenant under this subsection.

230 **Section 7.** This act shall take effect July 1, 2025.