

By Senator Bradley

6-00502C-25

2025948__

1 A bill to be entitled
2 An act relating to real property and condominium flood
3 disclosures; creating s. 83.512, F.S.; requiring a
4 landlord of residential real property to provide
5 specified information to a prospective tenant at or
6 before the time the rental agreement is executed;
7 specifying how such information must be disclosed;
8 defining the term "flooding"; providing that if a
9 landlord fails to disclose flood information
10 truthfully and a tenant suffers substantial loss or
11 damage, the tenant may terminate the rental agreement
12 by giving a written notice of termination to the
13 landlord within a specified timeframe; defining the
14 term "substantial loss"; requiring a landlord to
15 refund the tenant all amounts paid in advance for any
16 period after the effective date of the termination of
17 the rental agreement; providing that a tenant is still
18 liable for any sum owed to the landlord before the
19 termination of the rental agreement; amending s.
20 689.302, F.S.; revising the flood information that
21 must be disclosed to prospective purchasers of
22 residential real property; amending s. 718.503, F.S.;
23 requiring a developer of a residential condominium
24 unit to provide specified information to a prospective
25 purchaser at or before the time the sales contract is
26 executed; specifying how such information must be
27 disclosed; defining the term "flooding"; providing an
28 effective date.
29

6-00502C-25

2025948__

30 Be It Enacted by the Legislature of the State of Florida:

31
32 Section 1. Section 83.512, Florida Statutes, is created to
33 read:

34 83.512 Disclosure of flood risks to prospective tenant of
35 residential real property.-

36 (1) A landlord must complete and provide a flood disclosure
37 to a prospective tenant of residential real property at or
38 before the execution of a rental agreement for a term of 1 year
39 or longer. The flood disclosure must be in a separate document.
40 The flood disclosure must be made in substantially the following
41 form:

42
43 FLOOD DISCLOSURE

44 Flood Insurance: Renters' insurance policies do not
45 include coverage for damage resulting from floods.
46 Tenant is encouraged to discuss the need to purchase
47 separate flood insurance coverage with Tenant's
48 insurance agent.

49 1. Landlord has has no knowledge of any
50 flooding that has damaged any portion of the property
51 or any structure on the property during Landlord's
52 ownership of the property.

53 2. Landlord has has not filed a claim
54 with an insurance provider relating to flood damage on
55 the property, including, but not limited to, a claim
56 with the National Flood Insurance Program.

57 3. Landlord has has not received
58 assistance for flood damage to the property,

6-00502C-25

2025948__

59 including, but not limited to, assistance from the
60 Federal Emergency Management Agency.

61 4. For the purposes of this disclosure, the term
62 "flooding" means a general or temporary condition of
63 partial or complete inundation of the property caused
64 by any of the following:

65 a. The overflow of inland or tidal waters.

66 b. The unusual and rapid accumulation of runoff
67 or surface waters from any established water source,
68 such as a river, stream, or drainage ditch.

69 c. Sustained periods of standing water resulting
70 from rainfall.

71
72 (2) If a landlord violates this section and a tenant
73 suffers a substantial loss or damage to the tenant's personal
74 property as a result of flooding, the tenant may terminate the
75 rental agreement by giving a written notice of termination to
76 the landlord no later than 30 days after the date of the damage
77 or loss. Termination of a rental agreement under this section is
78 effective upon the tenant surrendering possession of the
79 property. For the purpose of this section, the term "substantial
80 loss or damage" means the total cost of repairs to or
81 replacement of the personal property is 50 percent or more of
82 the personal property's market value on the date the flooding
83 occurred.

84 (3) A landlord shall refund the tenant all rent or other
85 amounts paid in advance under the rental agreement for any
86 period after the effective date of the termination of the rental
87 agreement.

6-00502C-25

2025948__

117 by any of the following:

118 (a) The overflow of inland or tidal waters.

119 (b) The unusual and rapid accumulation of runoff
120 or surface waters from any established water source,
121 such as a river, stream, or drainage ditch.

122 (c) Sustained periods of standing water resulting
123 from rainfall.

124

125 Section 3. Paragraph (a) of subsection (1) of section
126 718.503, Florida Statutes, is amended to read:

127 718.503 Developer disclosure prior to sale; nondeveloper
128 unit owner disclosure prior to sale; voidability.—

129 (1) DEVELOPER DISCLOSURE.—

130 (a) *Contents of contracts.*—Any contract for the sale of a
131 residential unit or a lease thereof for an unexpired term of
132 more than 5 years shall:

133 1. Contain the following legend in conspicuous type:

134

135 THIS AGREEMENT IS VOIDABLE BY BUYER BY DELIVERING
136 WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL
137 WITHIN 15 DAYS AFTER THE DATE OF EXECUTION OF THIS
138 AGREEMENT BY THE BUYER, AND RECEIPT BY BUYER OF ALL OF
139 THE ITEMS REQUIRED TO BE DELIVERED TO HIM OR HER BY
140 THE DEVELOPER UNDER SECTION 718.503, FLORIDA STATUTES.
141 THIS AGREEMENT IS ALSO VOIDABLE BY BUYER BY DELIVERING
142 WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL
143 WITHIN 15 DAYS AFTER THE DATE OF RECEIPT FROM THE
144 DEVELOPER OF ANY AMENDMENT WHICH MATERIALLY ALTERS OR
145 MODIFIES THE OFFERING IN A MANNER THAT IS ADVERSE TO

6-00502C-25

2025948__

146 THE BUYER. ANY PURPORTED WAIVER OF THESE VOIDABILITY
147 RIGHTS SHALL BE OF NO EFFECT. BUYER MAY EXTEND THE
148 TIME FOR CLOSING FOR A PERIOD OF NOT MORE THAN 15 DAYS
149 AFTER THE BUYER HAS RECEIVED ALL OF THE ITEMS
150 REQUIRED. BUYER'S RIGHT TO VOID THIS AGREEMENT SHALL
151 TERMINATE AT CLOSING. FIGURES CONTAINED IN ANY BUDGET
152 DELIVERED TO THE BUYER PREPARED IN ACCORDANCE WITH THE
153 CONDOMINIUM ACT ARE ESTIMATES ONLY AND REPRESENT AN
154 APPROXIMATION OF FUTURE EXPENSES BASED ON FACTS AND
155 CIRCUMSTANCES EXISTING AT THE TIME OF THE PREPARATION
156 OF THE BUDGET BY THE DEVELOPER. ACTUAL COSTS OF SUCH
157 ITEMS MAY EXCEED THE ESTIMATED COSTS. SUCH CHANGES IN
158 COST DO NOT CONSTITUTE MATERIAL ADVERSE CHANGES IN THE
159 OFFERING.

160

161 2. Contain the following caveat in conspicuous type on the
162 first page of the contract:

163

164 ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS
165 CORRECTLY STATING THE REPRESENTATIONS OF THE
166 DEVELOPER. FOR CORRECT REPRESENTATIONS, REFERENCE
167 SHOULD BE MADE TO THIS CONTRACT AND THE DOCUMENTS
168 REQUIRED BY SECTION 718.503, FLORIDA STATUTES, TO BE
169 FURNISHED BY A DEVELOPER TO A BUYER OR LESSEE.

170

171 3. If the unit has been occupied by someone other than the
172 buyer, contain a statement that the unit has been occupied.

173

174 4. If the contract is for the sale or transfer of a unit
subject to a lease, include as an exhibit a copy of the executed

6-00502C-25

2025948__

175 lease and shall contain within the text in conspicuous type: THE
176 UNIT IS SUBJECT TO A LEASE (OR SUBLEASE).

177 5. If the contract is for the lease of a unit for a term of
178 5 years or more, include as an exhibit a copy of the proposed
179 lease.

180 6. If the contract is for the sale or lease of a unit that
181 is subject to a lien for rent payable under a lease of a
182 recreational facility or other commonly used facility, contain
183 within the text the following statement in conspicuous type:
184

185 THIS CONTRACT IS FOR THE TRANSFER OF A UNIT THAT IS
186 SUBJECT TO A LIEN FOR RENT PAYABLE UNDER A LEASE OF
187 COMMONLY USED FACILITIES. FAILURE TO PAY RENT MAY
188 RESULT IN FORECLOSURE OF THE LIEN.
189

190 7. State the name and address of the escrow agent required
191 by s. 718.202 and state that the purchaser may obtain a receipt
192 for his or her deposit from the escrow agent upon request.

193 8. If the contract is for the sale or transfer of a unit in
194 a condominium in which timeshare estates have been or may be
195 created, contain within the text in conspicuous type: "UNITS IN
196 THIS CONDOMINIUM ARE SUBJECT TO TIMESHARE ESTATES." The contract
197 for the sale of a fee interest in a timeshare estate shall also
198 contain, in conspicuous type, the following:
199

200 FOR THE PURPOSE OF AD VALOREM TAXES OR SPECIAL
201 ASSESSMENTS LEVIED BY TAXING AUTHORITIES AGAINST A FEE
202 INTEREST IN A TIMESHARE ESTATE, THE MANAGING ENTITY IS
203 GENERALLY CONSIDERED THE TAXPAYER UNDER FLORIDA LAW.

6-00502C-25

2025948__

204 YOU HAVE THE RIGHT TO CHALLENGE AN ASSESSMENT BY A
 205 TAXING AUTHORITY RELATING TO YOUR TIMESHARE ESTATE
 206 PURSUANT TO THE PROVISIONS OF CHAPTER 194, FLORIDA
 207 STATUTES.

209 9. Contain within the text the following statement in
 210 conspicuous type:

212 HOMEOWNERS' INSURANCE POLICIES DO NOT INCLUDE COVERAGE
 213 FOR DAMAGE RESULTING FROM FLOODING. BUYER IS
 214 ENCOURAGED TO DISCUSS THE NEED TO PURCHASE SEPARATE
 215 FLOOD INSURANCE COVERAGE WITH BUYER'S INSURANCE AGENT.

217 DEVELOPER HAS HAS NOT FILED A CLAIM WITH AN
 218 INSURANCE PROVIDER RELATING TO FLOOD DAMAGE ON THE
 219 PROPERTY OR COMMON ELEMENTS, INCLUDING, BUT NOT
 220 LIMITED TO, A CLAIM WITH THE NATIONAL FLOOD INSURANCE
 221 PROGRAM.

223 DEVELOPER HAS HAS NOT RECEIVED ASSISTANCE
 224 FOR FLOOD DAMAGE TO THE PROPERTY OR COMMON ELEMENTS,
 225 INCLUDING, BUT NOT LIMITED TO, ASSISTANCE FROM THE
 226 FEDERAL EMERGENCY MANAGEMENT AGENCY.

228 FOR THE PURPOSES OF THIS DISCLOSURE, THE TERM
 229 "FLOODING" MEANS A GENERAL OR TEMPORARY CONDITION OF
 230 PARTIAL OR COMPLETE INUNDATION OF THE PROPERTY OR
 231 COMMON ELEMENTS CAUSED BY THE OVERFLOW OF INLAND OR
 232 TIDAL WATERS; THE UNUSUAL AND RAPID ACCUMULATION OF

6-00502C-25

2025948__

233 RUNOFF OR SURFACE WATERS FROM ANY ESTABLISHED WATER
234 SOURCE, SUCH AS A RIVER, STREAM, OR DRAINAGE DITCH; OR
235 SUSTAINED PERIODS OF STANDING WATER RESULTING FROM
236 RAINFALL.

237 Section 4. This act shall take effect October 1, 2025.