

## CHAPTER 2025-16

### Committee Substitute for Committee Substitute for Committee Substitute for House Bill No. 615

An act relating to electronic delivery of notices between landlords and tenants; creating s. 83.505, F.S.; authorizing a landlord or tenant to electronically deliver notices to the other party if certain conditions are met; requiring an addendum to a rental agreement to be in a specified form; authorizing a party to revoke his or her agreement to electronic delivery without invalidating notices previously sent by e-mail; specifying when such revocation takes effect; authorizing a party to update his or her e-mail address; specifying when such update takes effect; providing that a notice delivered by e-mail is deemed delivered at the time the e-mail is sent; providing an exception; requiring the sender of the e-mail to maintain certain information; providing construction; amending ss. 83.49, 83.50, 83.51, 83.56, and 83.575, F.S.; conxforming provisions to changes made by the act; making technical changes; providing an effective date.

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

Section 1. Section 83.505, Florida Statutes, is created to read:

83.505 Electronic delivery of notices.—

(1) A landlord or tenant may electronically deliver via an e-mail address any notices required under this part to the other party if the parties have signed an addendum to the rental agreement that the parties specifically agree to the electronic delivery of notices and have each provided a valid e-mail address for such purpose, and the addendum conspicuously advises the parties that such election is voluntary and that they may revoke such agreement or update their e-mail addresses at any time. Such addendum must be in substantially the following form:

Landlord election:

Notices from a tenant may contain time-sensitive information about the tenant's housing. The election to receive notices from the tenant by e-mail is voluntary.

- I ...(name)...., the landlord or the landlord's agent, agree to receive notices required by the rental agreement or under part II of chapter 83, Florida Statutes, from the tenant by e-mail. I designate the following e-mail address for receipt of notices from the tenant: ...(landlord's or landlord's agent's e-mail address)....
- I do not agree to receive notices by e-mail.

I may revoke my agreement to receive notices by e-mail by providing written notice to the tenant which is effective upon delivery of such written notice and does not affect the validity of any notice that was previously sent by e-mail.

I may update my e-mail address designated for electronic delivery at any time by providing written notice to the tenant specifying the new e-mail address, which takes effect upon delivery of such notice.

Tenant election:

Notices from a landlord may contain time-sensitive information about a tenant's housing. The election to receive notices from the landlord by e-mail is voluntary.

I ...(name)..., the tenant, agree to receive notices required by the rental agreement or under part II of chapter 83, Florida Statutes, from the landlord by e-mail. I designate the following e-mail address for receipt of notices from the landlord: ...(tenant's e-mail address)....

I do not agree to receive notices by e-mail.

I may revoke my agreement to receive notices by e-mail by providing written notice to the landlord which is effective upon delivery of such written notice and does not affect the validity of any notice that was previously sent by e-mail.

I may update my e-mail address designated for electronic delivery at any time by providing written notice to the landlord specifying the new e-mail address, which takes effect upon delivery of such notice.

(2) A party who agrees to electronic delivery may revoke such agreement at any time by providing written notice to the other party. Such revocation takes effect upon delivery of the written notice to the other party and does not affect the validity of any notice previously sent by e-mail.

(3) A party may update the e-mail address designated for electronic delivery at any time by providing written notice to the other party specifying the new e-mail address. The update takes effect upon delivery of the written notice to the other party.

(4) A notice sent electronically pursuant to this section is deemed delivered at the time it is sent, unless the e-mail is returned to the sender as undeliverable.

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

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

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

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

(2) The landlord shall, in the lease agreement or within 30 days after receipt of advance rent or a security deposit, give written notice to the tenant which includes disclosure of the advance rent or security deposit. Subsequent to providing such written notice, if the landlord changes the manner or location in which he or she is holding the advance rent or security deposit, he or she must notify the tenant within 30 days after the change as provided in paragraphs (a)-(d). The landlord is not required to give new or additional notice solely because the depository has merged with another financial 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 YOU 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.

YOU SHOULD ATTEMPT TO INFORMALLY RESOLVE ANY DISPUTE BEFORE FILING A LAWSUIT. GENERALLY, THE PARTY IN

WHOSE FAVOR A JUDGMENT IS RENDERED WILL BE AWARDED COSTS AND ATTORNEY FEES PAYABLE BY THE LOSING PARTY.

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

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

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

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

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

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

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

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

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

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

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

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

83.51 Landlord's obligation to maintain premises.—

(2)(a) Unless otherwise agreed in writing, in addition to the requirements of subsection (1), the landlord of a dwelling unit other than a single-family home or duplex shall, at all times during the tenancy, make reasonable provisions for:

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

2. Locks and keys.

3. The clean and safe condition of common areas.

4. Garbage removal and outside receptacles therefor.

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

Section 5. Subsection (4) of section 83.56, Florida Statutes, is amended to read:

83.56 Termination of rental agreement.—

(4) The delivery of the written notices required by subsections (1), (2), and (3) shall be by mailing, delivering ~~or delivery of~~ a true 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. 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 prescribed by s. 83.56(4) within 15 days before the start of the notification period contained in the rental agreement lease. The written notice must ~~shall~~ list all fees, penalties, and other charges applicable to the tenant under this subsection.

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

Approved by the Governor April 29, 2025.

Filed in Office Secretary of State April 29, 2025.