

CHAPTER 2024-95

Committee Substitute for Committee Substitute for House Bill No. 623

An act relating to builder warranties; creating s. 553.837, F.S.; defining terms; requiring a builder to provide certain warranties for a newly constructed home for a specified period; providing that certain defects are not covered by such warranties; providing construction; requiring the builder to remedy, at the builder's expense, certain defects and restore work damaged; providing that a builder may purchase a warranty from a certain home warranty association to cover specified warranties; requiring the builder to comply with the warranty requirement for a newly constructed home for a specified period even if it is sold or transferred; providing that certain express warranties supersede certain provisions under certain circumstances; specifying requirements for certain express warranties; providing that enforcement is limited to a private cause of action brought by a purchaser against the noncompliant builder; providing construction; providing an effective date.

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

Section 1. Section 553.837, Florida Statutes, is created to read:

553.837 Mandatory builder warranty.—

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

(a) “Builder” has the same meaning as in s. 553.993.

(b) “Material violation” has the same meaning as in s. 553.84.

(c) “Newly constructed home” means any residential real property or manufactured building, modular building, or factory-built building as defined in s. 553.36 which is a single-family dwelling, duplex, triplex, or quadruplex that has not been previously occupied.

(2) A builder shall warrant a newly constructed home for all construction defects of equipment, material, or workmanship furnished by the builder or any subcontractor or supplier resulting in a material violation of the Florida Building Code pursuant to this part, for a period of 1 year after the date of original conveyance of title to the initial owner or after the date of initial occupancy of the dwelling, whichever occurs first. Defects with respect to appliances or equipment that are covered under a manufacturer warranty do not fall within the scope of the required warranty under this subsection.

(a) This subsection may not be construed to require the builder's warranty to cover any of the following:

1. Normal wear and tear of the newly constructed home.

2. Normal house settling within generally acceptable trade practices.

3. Any object or part of a newly constructed home that contains a defect that is caused by any work performed or material supplied incident to construction, modification, or repair performed by the initial purchaser, a subsequent purchaser, or anyone acting on his or her behalf, other than the builder or its employees, agents, or contractors.

4. Any loss or damage to the newly constructed home, whether caused by the initial purchaser, a subsequent purchaser, a third party, or an act of God over which the builder has no control, such as a natural disaster or a fire caused by lightning.

(b) The builder shall remedy, at the builder's expense, any defects that are covered under this subsection and shall restore any work damaged in fulfilling the terms and conditions of the warranty. A builder may purchase a warranty from a home warranty association provided for under chapter 634 to cover the warranties required in this section.

(c) A builder shall comply with the requirement to warrant a newly constructed home, whether pursuant to the statutory warranty under this subsection or a builder's express written warranty as provided in subsection (3), for the full 1-year period required under this subsection even if the newly constructed home is sold or transferred and is no longer owned by the initial owner.

(3) Notwithstanding any other provision in this section, the terms and conditions of an express written warranty that is provided by a builder to the initial owner of a newly constructed home supersede any provisions in this section if the express written warranty contains provisions with respect to any of the following:

(a) The scope, coverage, and duration of the express written warranty is the same or greater than that required in subsection (2).

(b) The express written warranty automatically transfers to a new owner during at least the initial year of the warranty as provided in paragraph (2)(c).

(c) If the builder provides an express written warranty that is longer than that required under subsection (2), the express written warranty must state:

1. That the builder is providing a warranty that is longer than required under subsection (2) and the length of time for which the warranty is granted.

2. Whether the warranty is transferable for a duration beyond the 1 year required under paragraph (2)(c) and any terms under which the warranty may be transferred.

(4) Enforcement of this section is limited to a private civil cause of action by a purchaser against any builder that fails to comply with this section. This section may not be construed to extend the statute of repose beyond that provided by law.

Section 2. This act shall take effect July 1, 2025.

Approved by the Governor April 15, 2024.

Filed in Office Secretary of State April 15, 2024.