

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 to electronically deliver notices to a tenant  
 5           if certain conditions are met; providing that an  
 6           electronic notice is deemed delivered at the time the  
 7           e-mail is sent; providing exceptions; requiring a  
 8           landlord to maintain certain information; providing  
 9           construction; amending ss. 83.49, 83.50, 83.51, 83.56,  
 10          and 83.575, F.S.; conforming provisions to changes  
 11          made by the act; making technical changes; providing  
 12          an effective date.

13  
 14   Be It Enacted by the Legislature of the State of Florida:

15  
 16           **Section 1. Section 83.505, Florida Statutes, is created to**  
 17   **read:**

18           83.505 Electronic delivery of notices.—

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

25           (2) A notice delivered electronically pursuant to this

26 section is deemed delivered at the time it is sent, unless the  
 27 landlord receives a notification that the e-mail was not  
 28 successfully delivered.

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

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

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

36 83.49 Deposit money or advance rent; duty of landlord and  
 37 tenant.—

38 (2) The landlord shall, in the lease agreement or within  
 39 30 days after receipt of advance rent or a security deposit,  
 40 give written notice to the tenant which includes disclosure of  
 41 the advance rent or security deposit. Subsequent to providing  
 42 such written notice, if the landlord changes the manner or  
 43 location in which he or she is holding the advance rent or  
 44 security deposit, he or she must notify the tenant within 30  
 45 days after the change as provided in paragraphs (a)-(d). The  
 46 landlord is not required to give new or additional notice solely  
 47 because the depository has merged with another financial  
 48 institution, changed its name, or transferred ownership to a  
 49 different financial institution. This subsection does not apply  
 50 to any landlord who rents fewer than five individual dwelling

51 units. Failure to give this notice is not a defense to the  
 52 payment of rent when due. The written notice must:

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

55 (d) Contain the following disclosure:

56 YOUR RENTAL AGREEMENT ~~LEASE~~ REQUIRES PAYMENT OF CERTAIN  
 57 DEPOSITS. THE LANDLORD MAY TRANSFER ADVANCE RENTS TO THE  
 58 LANDLORD'S ACCOUNT AS THEY ARE DUE AND WITHOUT NOTICE. WHEN YOU  
 59 MOVE OUT, YOU MUST GIVE THE LANDLORD YOUR NEW ADDRESS SO THAT  
 60 THE LANDLORD CAN SEND YOU NOTICES REGARDING YOUR DEPOSIT. THE  
 61 LANDLORD MUST PROVIDE YOU WRITTEN ~~MAIL YOU~~ NOTICE IN PERSON, BY  
 62 MAIL, OR BY E-MAIL IN ACCORDANCE WITH SECTION 83.505, FLORIDA  
 63 STATUTES, WITHIN 30 DAYS AFTER YOU MOVE OUT, OF THE LANDLORD'S  
 64 INTENT TO IMPOSE A CLAIM AGAINST THE DEPOSIT. IF YOU DO NOT  
 65 REPLY TO THE LANDLORD STATING YOUR OBJECTION TO THE CLAIM WITHIN  
 66 15 DAYS AFTER RECEIPT OF THE LANDLORD'S WRITTEN NOTICE, THE  
 67 LANDLORD WILL COLLECT THE CLAIM AND MUST MAIL YOU THE REMAINING  
 68 DEPOSIT, IF ANY.

69 IF THE LANDLORD FAILS TO TIMELY PROVIDE ~~MAIL~~ YOU NOTICE, THE  
 70 LANDLORD MUST RETURN THE DEPOSIT BUT MAY LATER FILE A LAWSUIT  
 71 AGAINST YOU FOR DAMAGES. IF YOU FAIL TO TIMELY OBJECT TO A  
 72 CLAIM, THE LANDLORD MAY COLLECT FROM THE DEPOSIT, BUT YOU MAY  
 73 LATER FILE A LAWSUIT CLAIMING A REFUND.  
 74 YOU SHOULD ATTEMPT TO INFORMALLY RESOLVE ANY DISPUTE BEFORE  
 75 FILING A LAWSUIT. GENERALLY, THE PARTY IN WHOSE FAVOR A JUDGMENT

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76 IS RENDERED WILL BE AWARDED COSTS AND ATTORNEY FEES PAYABLE BY  
77 THE LOSING PARTY.

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

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

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

101 ..... It is sent to you as required by s. 83.49(3), Florida  
102 Statutes. You are hereby notified that you must object in  
103 writing to this deduction from your security deposit within 15  
104 days after ~~from~~ the time you receive this notice or I will be  
105 authorized to deduct my claim from your security deposit. Your  
106 objection must be sent to ...(landlord's address)....  
107 If the landlord fails to give the required written notice within  
108 the 30-day period, he or she forfeits the right to impose a  
109 claim upon the security deposit and may not seek a setoff  
110 against the deposit but may file an action for damages after  
111 returning ~~return of~~ the security deposit to the tenant.

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

124 (5) Except when otherwise provided by the terms of a  
125 written rental agreement ~~lease~~, any tenant who vacates or

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

138 | (8) Any person licensed under ~~the provisions of~~ s.  
 139 | 509.241, unless excluded by the provisions of this part, who  
 140 | fails to comply with ~~the provisions of~~ this part is ~~shall be~~  
 141 | subject to a fine or to the suspension or revocation of his or  
 142 | her license by the Division of Hotels and Restaurants of the  
 143 | Department of Business and Professional Regulation in the manner  
 144 | provided in s. 509.261.

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

151 ~~to~~ the end of the rental term.

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

154 83.50 Disclosure of landlord's address.—In addition to any  
 155 other disclosure required by law, the landlord, or a person  
 156 authorized to enter into a rental agreement on the landlord's  
 157 behalf, shall disclose in writing to the tenant, at or before  
 158 the commencement of the tenancy, the name and address of the  
 159 landlord or a person authorized to receive notices and demands  
 160 in the landlord's behalf. The person so authorized to receive  
 161 notices and demands retains authority until the tenant is  
 162 notified otherwise. All notices of such names and addresses or  
 163 changes thereto must ~~shall~~ be delivered to the tenant's  
 164 residence or, if specified in writing by the tenant, to any  
 165 other address, or such notices may be sent by e-mail in  
 166 accordance with s. 83.505.

167 **Section 4. Paragraph (a) of subsection (2) of section**  
 168 **83.51, Florida Statutes, is amended to read:**

169 83.51 Landlord's obligation to maintain premises.—  
 170 (2) (a) Unless otherwise agreed in writing, in addition to  
 171 the requirements of subsection (1), the landlord of a dwelling  
 172 unit other than a single-family home or duplex shall, at all  
 173 times during the tenancy, make reasonable provisions for:  
 174 1. The extermination of rats, mice, roaches, ants, wood-  
 175 destroying organisms, and bedbugs. If the tenant must vacate

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

185 2. Locks and keys.

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

187 4. Garbage removal and outside receptacles therefor.

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

190 **Section 5. Subsection (4) and paragraph (a) of subsection**  
191 **(5) of section 83.56, Florida Statutes, are amended to read:**

192 83.56 Termination of rental agreement.—

193 (4) A landlord must deliver ~~The delivery of~~ the written  
194 notices required by subsections (1), (2), and (3) and  
195 subparagraph (5)(a)3. shall be by mailing, e-mailing in  
196 accordance with s. 83.505, or delivering ~~delivery of~~ a true copy  
197 thereof to the tenant, or, if the tenant is absent from the  
198 premises, by leaving a copy thereof at the dwelling unit  
199 ~~residence~~. The notice requirements of subsections (1), (2), and  
200 (3) and subparagraph (5)(a)3. may not be waived in the rental



201 agreement ~~lease~~.

202 (5) (a) If the landlord accepts rent with actual knowledge  
203 of a noncompliance by the tenant or accepts performance by the  
204 tenant of any other provision of the rental agreement that is at  
205 variance with its provisions, or if the tenant pays rent with  
206 actual knowledge of a noncompliance by the landlord or accepts  
207 performance by the landlord of any other provision of the rental  
208 agreement that is at variance with its provisions, the landlord  
209 or tenant waives his or her right to terminate the rental  
210 agreement or to bring a civil action for that noncompliance, but  
211 not for any subsequent or continuing noncompliance. However, a  
212 landlord does not waive the right to terminate the rental  
213 agreement or to bring a civil action for that noncompliance by  
214 accepting partial rent for the period. If partial rent is  
215 accepted after posting the notice for nonpayment, the landlord  
216 must:

217 1. Provide the tenant with a receipt stating the date and  
218 amount received and the agreed upon date and balance of rent due  
219 before filing an action for possession;

220 2. Place the amount of partial rent accepted from the  
221 tenant in the registry of the court upon filing the action for  
222 possession; or

223 3. Deliver ~~Post~~ a new 3-day notice reflecting the new  
224 amount due.

225 **Section 6. Subsections (1) and (2) of section 83.575,**

226 **Florida Statutes, are amended to read:**

227 83.575 Termination of tenancy with specific duration.—

228 (1) A rental agreement with a specific duration may  
229 contain a provision requiring the tenant to notify the landlord  
230 within a specified period before vacating the premises at the  
231 end of the rental agreement, if such provision also requires the  
232 landlord to notify the tenant in a manner prescribed by s.  
233 83.56(4) within such notice period if the rental agreement will  
234 not be renewed. ~~;~~ ~~however,~~ A rental agreement may not require  
235 less than 30 days' notice or more than 60 days' notice from  
236 either the tenant or the landlord.

237 (2) A rental agreement with a specific duration may  
238 provide that if a tenant fails to give the required notice  
239 before vacating the premises at the end of the rental agreement,  
240 the tenant may be liable for liquidated damages as specified in  
241 the rental agreement if the landlord provides written notice to  
242 the tenant specifying the tenant's obligations under the  
243 notification provision contained in the rental agreement ~~lease~~  
244 and the date the rental agreement is terminated. The landlord  
245 must provide such written notice to the tenant in a manner  
246 prescribed by s. 83.56(4) within 15 days before the start of the  
247 notification period contained in the rental agreement ~~lease~~. The  
248 written notice must ~~shall~~ list all fees, penalties, and other  
249 charges applicable to the tenant under this subsection.

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