

Amendment No.

COMMITTEE/SUBCOMMITTEE ACTION

ADOPTED _____ (Y/N)
ADOPTED AS AMENDED _____ (Y/N)
ADOPTED W/O OBJECTION _____ (Y/N)
FAILED TO ADOPT _____ (Y/N)
WITHDRAWN _____ (Y/N)
OTHER _____

1 Committee/Subcommittee hearing bill: State Affairs Committee
2 Representative Eskamani offered the following:

3
4 **Amendment (with title amendment)**

5 Between lines 215 and 216, insert:

6 Section 2. Subsections (1) through (9) of section 83.49,
7 Florida Statutes, are renumbered as subsections (2) through
8 (10), respectively, present subsections (1) through (5), (7),
9 and (9) are amended, and a new subsection (1) is added to that
10 section, to read:

11 83.49 Deposit money or advance rent; duty of landlord and
12 tenant.—

13 (1)(a) A landlord may not charge a tenant a security
14 deposit that is more than 1 month's rent.

15 (b) The landlord must allow the tenant, in his or her
16 discretion, to pay the total amount of the security deposit in

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17 12 equal payments to be paid at the same time and in the same
18 manner as the tenant's rent. If the duration of the rental
19 agreement is less than 1 year, the total amount of the deposit
20 must be paid in equal monthly payments based on the duration of
21 the tenancy and be paid at the same time and in the same manner
22 as the tenant's rent.

23 (c) If a tenant pays his or her security deposit according
24 to paragraph (b), when the rental agreement is terminated or the
25 tenant vacates or abandons the premises before the expiration of
26 the term specified in the rental agreement, the tenant is
27 entitled to a refund equivalent to the amount of the security
28 deposit that he or she already paid, minus any deductions
29 properly claimed by the landlord under subsection (4) for
30 damages.

31 (2)-(1) Whenever money is deposited or advanced by a tenant
32 on a rental agreement as security for performance of the rental
33 agreement or as advance rent for other than the next immediate
34 rental period, the landlord or the landlord's agent shall
35 either:

36 ~~(a) Hold the total amount of such money in a separate non-~~
37 ~~interest-bearing account in a Florida banking institution for~~
38 ~~the benefit of the tenant or tenants. The landlord shall not~~
39 ~~commingle such moneys with any other funds of the landlord or~~
40 ~~hypothecate, pledge, or in any other way make use of such moneys~~
41 ~~until such moneys are actually due the landlord;~~

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42 ~~(a)-(b)~~ Hold the total amount of such money in a separate
43 interest-bearing account in a Florida banking institution for
44 the benefit of the tenant or tenants, in which case the tenant
45 shall receive and collect interest in an amount of at least 75
46 percent of the annualized average interest rate payable on such
47 account or interest at the rate of 5 percent per year, simple
48 interest, whichever the landlord elects. The landlord shall not
49 commingle such moneys with any other funds of the landlord or
50 hypothecate, pledge, or in any other way make use of such moneys
51 until such moneys are actually due the landlord; or

52 ~~(b)-(e)~~ Post a surety bond, executed by the landlord as
53 principal and a surety company authorized and licensed to do
54 business in the state as surety, with the clerk of the circuit
55 court in the county in which the dwelling unit is located in the
56 total amount of the security deposits and advance rent he or she
57 holds on behalf of the tenants or \$50,000, whichever is less.
58 The bond shall be conditioned upon the faithful compliance of
59 the landlord with the provisions of this section and shall run
60 to the Governor for the benefit of any tenant injured by the
61 landlord's violation of the provisions of this section. In
62 addition to posting the surety bond, the landlord shall pay to
63 the tenant interest at the rate of 5 percent per year, simple
64 interest. A landlord, or the landlord's agent, engaged in the
65 renting of dwelling units in five or more counties, who holds
66 deposit moneys or advance rent and who is otherwise subject to

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67 the provisions of this section, may, in lieu of posting a surety
68 bond in each county, elect to post a surety bond in the form and
69 manner provided in this paragraph with the office of the
70 Secretary of State. The bond shall be in the total amount of the
71 security deposit or advance rent held on behalf of tenants or in
72 the amount of \$250,000, whichever is less. The bond shall be
73 conditioned upon the faithful compliance of the landlord with
74 the provisions of this section and shall run to the Governor for
75 the benefit of any tenant injured by the landlord's violation of
76 this section. In addition to posting a surety bond, the landlord
77 shall pay to the tenant interest on the security deposit or
78 advance rent held on behalf of that tenant at the rate of 5
79 percent per year simple interest.

80 ~~(3)(2)~~ The landlord shall, in the rental lease agreement
81 or within 30 days after receipt of advance rent or a security
82 deposit, give written notice to the tenant which includes
83 disclosure of the advance rent or security deposit. Subsequent
84 to providing such written notice, if the landlord changes the
85 manner or location in which he or she is holding the advance
86 rent or security deposit, he or she must notify the tenant
87 within 30 days after the change as provided in paragraphs (a) -
88 (d). The landlord is not required to give new or additional
89 notice solely because the depository has merged with another
90 financial institution, changed its name, or transferred
91 ownership to a different financial institution. This subsection

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92 does not apply to any landlord who rents fewer than five
93 individual dwelling units. Failure to give this notice is not a
94 defense to the payment of rent when due. The written notice
95 must:

96 (a) Be given in person or by mail to the tenant.

97 (b) State the name and address of the depository where the
98 advance rent or security deposit is being held or state that the
99 landlord has posted a surety bond as provided by law.

100 (c) State that whether the tenant is entitled to interest
101 on the deposit and the amount of the interest.

102 (d) Contain the following disclosure:

103 YOUR RENTAL AGREEMENT ~~LEASE~~ REQUIRES PAYMENT OF CERTAIN
104 DEPOSITS. THE LANDLORD MAY TRANSFER ADVANCE RENTS TO THE
105 LANDLORD'S ACCOUNT AS THEY ARE DUE AND WITHOUT NOTICE. WHEN YOU
106 MOVE OUT, YOU MUST GIVE THE LANDLORD YOUR NEW ADDRESS SO THAT
107 THE LANDLORD CAN SEND YOU NOTICES REGARDING YOUR DEPOSIT. THE
108 LANDLORD MUST MAIL YOU NOTICE, WITHIN 30 DAYS AFTER YOU MOVE
109 OUT, OF THE LANDLORD'S INTENT TO IMPOSE A CLAIM AGAINST THE
110 DEPOSIT. IF YOU DO NOT REPLY TO THE LANDLORD STATING YOUR
111 OBJECTION TO THE CLAIM WITHIN 15 DAYS AFTER RECEIPT OF THE
112 LANDLORD'S NOTICE, THE LANDLORD WILL COLLECT THE CLAIM AND MUST
113 MAIL YOU THE REMAINING DEPOSIT, IF ANY.

114 IF THE LANDLORD FAILS TO TIMELY MAIL YOU NOTICE, THE LANDLORD
115 MUST RETURN THE DEPOSIT BUT MAY LATER FILE A LAWSUIT AGAINST YOU
116 FOR DAMAGES. IF YOU FAIL TO TIMELY OBJECT TO A CLAIM, THE

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117 LANDLORD MAY COLLECT FROM THE DEPOSIT, BUT YOU MAY LATER FILE A
118 LAWSUIT CLAIMING A REFUND.
119 YOU SHOULD ATTEMPT TO INFORMALLY RESOLVE ANY DISPUTE BEFORE
120 FILING A LAWSUIT. GENERALLY, THE PARTY IN WHOSE FAVOR A JUDGMENT
121 IS RENDERED WILL BE AWARDED COSTS AND ATTORNEY FEES PAYABLE BY
122 THE LOSING PARTY.
123 THIS DISCLOSURE IS BASIC. PLEASE REFER TO PART II OF CHAPTER 83,
124 FLORIDA STATUTES, TO DETERMINE YOUR LEGAL RIGHTS AND
125 OBLIGATIONS.

126 ~~(4)(3)~~ The landlord or the landlord's agent may disburse
127 advance rents from the deposit account to the landlord's benefit
128 when the advance rental period commences and without notice to
129 the tenant. For all other deposits:

130 (a) Upon ~~the vacating of the premises for~~ termination of
131 the rental agreement lease, ~~if the landlord does not intend to~~
132 ~~impose a claim on the security deposit~~, the landlord must shall
133 ~~have 15 days to~~ return the security deposit together with
134 interest within 30 days after the tenant vacates the premises.
135 ~~if otherwise required, or~~ The landlord has shall have 30 days
136 from when the tenant vacates the premises to give the tenant
137 written notice by certified mail to the tenant's last known
138 mailing address of his or her intention to impose a claim on the
139 deposit and the reason for imposing the claim. The notice must
140 ~~shall~~ contain a statement in substantially the following form:

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141 This is a notice of my intention to impose a claim for
142 damages in the amount of upon your security deposit, due to
143 It is sent to you as required by s. 83.49(4) ~~s. 83.49(3)~~,
144 Florida Statutes. You are hereby notified that you must object
145 in writing to this deduction from your security deposit within
146 15 days from the time you receive this notice or I will be
147 authorized to deduct my claim from your security deposit. Your
148 objection must be sent to ...(landlord's address)....

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

154 (b) Unless the tenant objects to the imposition of the
155 landlord's claim or the amount thereof within 15 days after
156 receipt of the landlord's notice of intention to impose a claim,
157 the landlord may ~~then~~ deduct the amount of his or her claim and
158 must shall remit the balance of the deposit and any interest to
159 the tenant within 30 days after the date of the notice of
160 intention to impose a claim for damages. The failure of the
161 tenant to make a timely objection does not waive any rights of
162 the tenant to seek damages in a separate action.

163 (c) If either party institutes an action in a court of
164 competent jurisdiction to adjudicate the party's right to the
165 security deposit, the prevailing party is entitled to receive

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166 his or her court costs plus a reasonable fee for his or her
167 attorney. If a court finds that the landlord failed to meet the
168 requirements of this section, the court must award the tenant
169 damages equal to three times the amount of the tenant's security
170 deposit. The court shall advance the cause on the calendar.

171 (d) Compliance with this section by an individual or
172 business entity authorized to conduct business in this state,
173 including Florida-licensed real estate brokers and sales
174 associates, constitutes compliance with all other relevant
175 Florida Statutes pertaining to security deposits held pursuant
176 to a rental agreement or other landlord-tenant relationship.
177 Enforcement personnel shall look solely to this section to
178 determine compliance. This section prevails over any conflicting
179 provisions in chapter 475 and in other sections of the Florida
180 Statutes, and operates ~~shall operate~~ to permit licensed real
181 estate brokers to disburse security deposits and deposit money
182 without having to comply with the notice and settlement
183 procedures contained in s. 475.25(1)(d).

184 ~~(5)(4) The provisions of~~ This section does ~~do~~ not apply to
185 transient rentals by hotels or motels as defined in chapter 509~~+~~
186 or ~~nor do they apply~~ in those instances in which the amount of
187 rent or deposit, or both, is regulated by law or by rules or
188 regulations of a public body, including public housing
189 authorities and federally administered or regulated housing
190 programs including s. 202, s. 221(d)(3) and (4), s. 236, or s. 8

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191 of the National Housing Act, as amended, other than for rent
192 stabilization. With the exception of subsections (4), (6), and
193 (7) ~~(3), (5), and (6)~~, this section is not applicable to housing
194 authorities or public housing agencies created pursuant to
195 chapter 421 or other statutes.

196 (6) ~~(5)~~ Except when otherwise provided by the terms of a
197 written rental agreement ~~lease~~, any tenant who vacates or
198 abandons the premises before ~~prior to~~ the expiration of the term
199 specified in the written rental agreement ~~lease~~, or any tenant
200 who vacates or abandons premises which are the subject of a
201 tenancy from week to week, month to month, quarter to quarter,
202 or year to year, must ~~shall~~ give at least 7 days' written
203 notice, which notice must include the address where the tenant
204 may be reached, by certified mail or personal delivery to the
205 landlord before ~~prior to~~ vacating or abandoning the premises
206 ~~which notice shall include the address where the tenant may be~~
207 ~~reached~~. Failure to give such notice relieves ~~shall relieve~~ the
208 landlord of the notice requirement of paragraph (3) (a) but does
209 ~~shall~~ not waive any right the tenant may have to the security
210 deposit or any part of it.

211 (8) ~~(7)~~ Upon the sale or transfer of title of the rental
212 property from one owner to another, or upon a change in the
213 designated rental agent, any and all security deposits or
214 advance rents being held for the benefit of the tenants must
215 ~~shall~~ be transferred to the new owner or agent, together with

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216 any earned interest and with an accurate accounting showing the
217 amounts to be credited to each tenant account. Upon the transfer
218 of such funds and records to the new owner or agent, and upon
219 transmittal of a written receipt therefor, the transferor is
220 free from the obligation imposed in subsection (2)~~(1)~~ to hold
221 such moneys on behalf of the tenant. There is a rebuttable
222 presumption that any new owner or agent received the security
223 deposit from the previous owner or agent; however, this
224 presumption is limited to 1 month's rent. This subsection does
225 not excuse the landlord or agent for a violation of other
226 provisions of this section while in possession of such deposits.

227 ~~(10)(9) In those cases in which interest is required to be~~
228 ~~paid to the tenant,~~ The landlord shall pay directly to the
229 tenant, or credit against the current month's rent, the interest
230 due to the tenant at least once annually. However, ~~no~~ interest
231 may not be paid to ~~shall be due~~ a tenant who wrongfully
232 terminates his or her tenancy before ~~prior to~~ the end of the
233 rental term.

234
235 -----
236 **T I T L E A M E N D M E N T**

237 Between lines 2 and 3, insert:
238 amending s. 83.49, F.S.; removing the option for a
239 landlord to deposit certain money into a non-interest-
240 bearing account; revising written notice requirements

COMMITTEE/SUBCOMMITTEE AMENDMENT

Bill No. PCS for HB 627 (2023)

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241 | to tenants; providing for damages if a landlord fails
242 | to meet certain requirements;

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