FPM PROPERTIES

New Flood Disclosure Requirements for Florida Property Managers and Landlords

Governor Signs Florida Senate Bill 948 (2025) into Law, Requiring Flood History Disclosure for Residential Leases

Florida property managers and landlords must prepare for a significant new disclosure requirement. Senate Bill 948 (2025), which creates Florida Statute 83.512, mandates that landlords provide flood history disclosures to prospective tenants before signing residential lease agreements. This new requirement takes effect on October 1, 2025.

The New Legal Requirement

Starting October 1, 2025, landlords must complete and provide a flood disclosure form to prospective tenants at or before execution of any residential rental agreement for a term of one year or longer. This disclosure must be a separate document - not buried within the lease terms.

What You Must Disclose

The flood disclosure form requires landlords to provide specific information about the property's flooding history during their ownership:

- Flooding Damage: Whether you have knowledge of any flooding that has damaged the dwelling unit during your ownership.
- Insurance Claims: Whether you have filed any flood damage claims with insurance providers, including the National Flood Insurance Program.
- Government Assistance: Whether you have received assistance for flood damage, including from FEMA or other sources.

Definition of "Flooding"

The law defines flooding as a general or temporary condition of partial or complete inundation caused by:

- Overflow of inland or tidal waters
- Unusual and rapid accumulation of runoff or surface water from established sources (rivers, streams, drainage ditches)
- Sustained periods of standing water resulting from rainfall

Tenant Rights and Penalties for Non-Disclosure

Failure to provide the required flood disclosure creates significant liability exposure. If a landlord fails to properly disclose flooding history and a tenant subsequently suffers "substantial loss" from flooding, the tenant may:

- Terminate the lease within 30 days of the flooding event by providing written notice and surrendering possession
- Receive refund of all prepaid rent for periods after the termination date
- The tenant remains liable only for unpaid rent or charges before termination

"Substantial loss" is defined as damage where the total cost of repairs or replacement equals 50% or more of the personal property's market value on the date flooding occurred.

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