



## Key Florida Lease Law Changes in 2025

Here are the most relevant changes to Florida Landlord Tenant Law in past year:

- **Extended Notice Period for Month-to-Month Tenancy Termination:**
- **Change:** As of July 1, 2024, landlords must provide **30 days' written notice** (up from 15 days) to terminate a month-to-month tenancy.
- **Impact:** This gives tenants more time to vacate, requiring landlords to plan terminations earlier. It's critical for lease agreements to reflect this updated notice period to avoid legal disputes.
- **Security Deposit Alternatives:**
- **Change:** Florida now allows landlords to offer tenants the option to pay a **nonrefundable monthly fee** instead of a traditional security deposit.
- **Impact:** This provides flexibility for tenants with upfront cost concerns but requires landlords to clearly outline terms in the lease to avoid disputes over repairs or damages at lease end. Landlords must still comply with Florida Statutes § 83.49 for handling traditional deposits (e.g., keeping them in a separate account and providing written notice of deductions).
- **Rent Increase Notice Requirements:**
- **Change:** While Florida has no statewide rent control, proposed laws in 2024 (effective by summer 2024 in some areas) require landlords to provide **30 days' notice** for rent increases on month-to-month leases. Some local ordinances, like Miami-Dade County's, mandate **60 days' notice** for increases over 5%.
- **Impact:** Lease agreements must specify notice periods for rent adjustments, especially for month-to-month tenancies, to ensure compliance. Fixed-term leases lock in rent until expiration unless the lease allows mid-term increases.

- **Anti-Squatting Law (HB 621):**
- **Change:** Effective July 1, 2024, this law allows landlords to bypass traditional eviction processes for unauthorized occupants (squatters) by requesting sheriff intervention, streamlining property recovery. ([Click Here for Details](#))
- **Impact:** Affects how landlords handle unauthorized tenants, requiring clear lease terms to distinguish lawful tenants from squatters.
- **Lease Renewal and Notice Periods:**
- **Change:** For lease renewals, landlords must provide **30-60 days' notice** (depending on lease terms) to inform tenants of new terms, rent increases, or non-renewal. Some leases may auto-renew as month-to-month if not addressed.
- **Impact:** Lease agreements should clearly outline renewal procedures to avoid unintended month-to-month tenancies, which now require 30 days' notice to terminate.
- **Local Ordinance Preemption:**
- **Change:** As of July 1, 2024, over 40 local ordinances (e.g., Orange County's tenant bill of rights) were invalidated, replaced by statewide laws to ensure uniformity. Local rules conflicting with Florida Statutes § 83 are unenforceable.
- **Impact:** Landlords must ensure leases align with state law, not outdated local rules, to avoid legal challenges.