

New Law Effective October 1, 2025 — Florida Statute 83.512: Flood Disclosures for Residential Leases

Dear United Realty Group Inc. Agents,

As part of our ongoing commitment to staying abreast of regulatory changes, we want to bring your attention to an important new law that will affect residential leasing in Florida.

What's New: Florida Statute 83.512 (Effective October 1, 2025)

A new section, **83.512, Florida Statutes**, will require landlords to provide **flood risk disclosures** to prospective tenants under certain circumstances.

[Florida Realtors® Announcement](#)

[Florida Statute 83.512](#)

[The Florida Senate Florida House of Representatives](#)

Key highlights:

- The law applies to **residential lease agreements with a term of one year or longer**
- The disclosure **must be in a separate document** (not buried in the lease) provided **at or before lease execution**.
- The disclosure must address the following items:
 1. Whether the landlord **has or has not** knowledge of any flooding that has damaged the dwelling during the landlord's ownership.
 2. Whether the landlord **has or has not** filed an insurance claim relating to flood damage on the dwelling unit.
 3. Whether the landlord **has or has not** received assistance (e.g., FEMA or other) to repair flood damage to the dwelling unit.
- The statute defines "flooding" broadly to include overflow of inland or tidal waters, rapid accumulation of runoff or surface waters, or sustained periods of standing water resulting from rainfall.

Consequences & Tenant Remedies

- If a landlord fails to provide the required disclosure **and** a tenant suffers a “**substantial loss or damage**” (defined as repair or replacement costs \geq 50% of the personal property’s market value on the date of the flood), the tenant may **terminate the lease** by giving written notice (within 30 days of the damage) and surrendering possession.
 - Upon a valid termination under this statute, the landlord must **refund all prepaid rent** for the period after termination.
 - However, the tenant remains liable for unpaid rent or charges **prior to the date of termination**.
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What This Means for Us & Our Clients

As a real estate brokerage, this change has multiple implications:

1. Update Lease Packets / Templates

- We must include a standalone flood disclosure form (or a substantially equivalent version) for all qualifying leases.
- The disclosure cannot simply be tacked into the lease as a clause; it must stand alone.
- The Lease – Flood Disclosure, LFD – 1, has been added to the Transaction Desk “Forms” section
- The Lease – Flood Disclosure has been added as a mandatory document for the following checklists:
 1. Residential Rental (Representing the Landlord)
 2. Residential Rental (Representing the Tenant)
 3. Residential Rental (Representing the Landlord and Tenant)
- [Updated Rentals Compliance and Policies Package](#)
- [LFD-1 Infographic](#)

2. Training & Agent Awareness

- Agents should understand when the disclosure is required, what information must be disclosed, and the risks of non-compliance.

- When advising landlords or handling lease negotiations, the disclosure must be timely provided (either at the time of executing the lease or prior) and documented.

3. Due Diligence & Research

- Landlords should be encouraged to review property history (flooding events, insurance claims, FEMA or other assistance) to make accurate disclosures.
- In uncertain cases, counsel should be consulted rather than making speculative assertions.

4. Risk Management

- Failing to comply may lead to lease terminations, refunds, and potential litigation exposure.
- It will be critical to maintain signed copies of the disclosure along with the lease file as proof of compliance.

5. Communication with Clients

- For property owners considering leasing, this is a new compliance cost/risk to be aware of.
- Prospective tenants should be made aware of this new right — as it empowers them to know flood risk before entering a lease.

6. Coordination with Sales Disclosures

- Note: Section 689.302 ([the residential sale flood disclosure statute](#)) is also being expanded effective October 1, 2025.
- There is an updated Residential Sale Flood Disclosure, FD – 2, that has been added to the “Forms” section of Transaction Desk

Additional Industry Form Updates:

Updated:

- Flood Disclosure (FD-2) – Reflects new statutory language that relates to the seller's knowledge about flooding and creates a new checkbox for the seller to complete. [Click here to preview changes](#)

Also, the following forms were updated to account for NAR's Multiple Listing Options for Sellers policy with a notice specifying that this option is available to sellers based on each local MLS's policies:

- Exclusive Right of Sale Listing Agreement Consent to Transition to Transaction Broker (ERS-21tn) [Click here to preview changes](#)
- Exclusive Right of Sale Listing Agreement No Brokerage (ERS-18nr) [Click here to preview changes](#)
- Exclusive Right of Sale Listing Agreement Single Agent (ERS-20sa) [Click here to preview changes](#)
- Exclusive Right of Sale Listing Agreement Transaction Broker (ERS-21tb) [Click here to preview changes](#)

New

- Lease Flood Disclosure (LFD-1) – Helps landlords comply with the new flood disclosure laws that apply to rentals. [Click here to preview changes](#)
- Opt-In for Electronic Delivery of Notices (OED-1) – Allows the landlord and tenant to voluntarily choose to receive notices from one another by electronic means of delivery. [Click here to preview changes](#)