**FLORIDA’S LEGISLATURE EXPANDED RESIDENTIAL BUYER PROTECTIONS**

**BY: WILLIAM G. MORRIS, ESQ.**

If Florida’s 2025 Legislature had no other mission, it was certainly concerned with adding additional layers to mandatory seller disclosures in Florida residential real estate sales. At least three bills passed requiring additional disclosure in residential sales, with most being effective July 1, 2025.

The Legislature expanded its long-running focus on condominium disclosure. Residential condominium sellers have long been required to provide buyers with copies of the condominium declaration, articles of incorporation, bylaws, rules and regulations, a sheet with most frequently asked questions and answers (the questions are specified by statute) and most recent year-end financial statement. Contracts had to include large print advising buyers of their right to the documents. Buyers had three days after receipt to terminate a contract and get back any deposit.

When Florida passed laws mandating structural inspections and reserves for condominiums three stories and taller, the Legislature added mandatory disclosure to buyers concerning those matters.

To make sure buyers have time to read everything, the Legislature extended buyer time to terminate from three days to seven days after the buyer receives all of the mandated disclosure. The Legislature also added the current condominium budget to disclosure mandates.

In 2024, the Legislature decided it would require a seller provide a buyer a separate disclosure of whether the seller had or had not filed a flood insurance claim for flood damage and whether the seller had ever received federal assistance for flood damage to the property. The Legislature later realized a lot of uninsured properties suffer flood damage and even when insurance is available, a claim might not be filed. The statute was modified effective October 1, 2025, to mandate a seller also disclose to a buyer if the seller has any knowledge of flood damage to the property during seller’s ownership. Disclosure must be made at or before contract signing.

Problems with builders were given attention and the Legislature adopted new Section 553.837 Florida Statutes. The new statute requires builders provide buyers with a warranty that a newly constructed home is and will remain free from material violations of the Florida Building Code for a minimum of 1 year from earlier of date the home is conveyed to the buyer or the initial occupancy of the home.

The builder’s warranty does not cover normal wear and tear, normal settling, damage caused by the owner, or damage by others. If the defect is a material violation of Florida’s Building Code, the builder must remedy it at the builder’s expense .

The builder has the option of providing a warranty from a third-party warranty company to fulfill its obligation. The warranty transfers to subsequent owners. The builder warranty does not include appliances or equipment which are covered by a manufacturer warranty.

The statutory warranty is minimum. Builders have the right to provide other written warranties as long as the warranty is no less favorable than the statutory mandate.

The cornerstone of seller disclosure continues to be the 1988 Florida Supreme Court decision in *Johnson v. Davis*. That case threw out the doctrine of caveat emptor (let the buyer beware) in residential real estate sales. Sellers must disclose all material defects which are known to the seller, and which are not readily observable by a buyer.

Over the years, Florida’s Legislature has taken action to make sure buyers get extra protection by defining specific disclosures mandated from sellers. The statutes do not change *Johnson v. Davis*. They clarify and possibly expand the definition of material defect in certain circumstances.

The trend in Florida has been for both courts and the Legislature to mandate increasing buyer protections in residential real estate sales. The 2025 Legislature continued that trend.

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