

Key Change to Florida Statute on Transferring Land & Real Estate (Part I): Lease Witness Requirement Waived

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Effective July 1, 2020, witnesses' signatures are no longer needed for residential and commercial leases. The amended Section 689.01, Florida Statutes, removed the requirement that a landlord's signature on a lease must be witnessed by two subscribing witnesses when the term of a lease is longer than one year.

Many may be delighted by this change in the law as landlords no longer have to secure two witnesses to execute a lease (which since COVID-19 may include coordinating a video conference where the landlord and the witnesses electronically sign). This will save landlords valuable time and possibly money.

Although many landlords may welcome this change in the law, the witness requirement was in place to protect landlords. Specifically, the requirement helped defend landlords from persons falsely claiming that they had a leasehold interest and/or from tenants seeking to nullify a lease by claiming that their signature had been forged. As such, if a landlord makes a practice of signing leases without subscribing witnesses, as is now permitted, the landlord may want to put in place a procedure that has an effect similar to that of a subscribing witness.

Please contact an attorney for guidance and recommendations specific to your circumstances.

Stay tuned for Part II for a look at another change to Florida Statute 689 concerning Scrivener's Error.