

Understanding the Florida Quitclaim Deed

An Educational Overview of What a Quitclaim Deed Does, When It Is Used, and Its
Tax and Title Consequences,
with Links to the Florida Statutes, Florida Administrative Code, and Federal Law

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Laws change. The links in this report point to official or primary sources. Always confirm you are reading the most recent version.

1. What a Quitclaim Deed Is

A **quitclaim deed** is the simplest form of deed used in Florida. The owner (the **grantor**) releases — “quits” — to the recipient (the **grantee**) **whatever interest the grantor has in the property, if any**. The grantor makes **no promise** about what that interest is: no warranty that the grantor actually owns the property, that the title is free of liens, or that no one else has a claim. If the grantor owns the whole property, the grantee receives the whole property. If the grantor owns a half interest, the grantee receives a half interest. If the grantor owns nothing, the grantee receives nothing and has no legal recourse against the grantor.

That is the essential difference between a quitclaim deed and a **warranty deed**. A warranty deed (statutory form in [§ 689.02, Fla. Stat.](#)) carries the grantor's covenants of good title and a promise to defend it; a quitclaim deed carries none. Both deeds, if properly executed and recorded, transfer title equally well when the grantor's title is good. The difference appears only when something is wrong with the title — and then it is the whole difference.

Quitclaim deeds are governed by the same statutes as all Florida deeds: [Chapter 689](#) (conveyances of land) and [Chapter 695](#) (recording). Florida has no separate statutory form for a quitclaim deed; the operative words are typically “remise, release, and quitclaim.”

2. When Quitclaim Deeds Are Commonly Used

Because the grantee takes the risk of title defects, quitclaim deeds are appropriate where the grantee already knows the state of the title or is not paying for the property. Typical Florida uses:

- **Transfers between spouses** — adding a new spouse to the title, or removing one in a divorce under a marital settlement agreement or final judgment.
- **Transfers within a family** — parent to child, between siblings, or to settle an inheritance among heirs who already hold title.
- **Funding a revocable living trust** — from the owner to the owner as trustee (see Section 9 on deeding to the trustee by name).
- **Transfers to or from a business entity** the owner controls, such as an LLC (with the tax cautions in Section 5).
- **Clearing a cloud on title** — a former spouse, a possible heir, or an ex-partner releases a claimed interest so the record is clean for a sale.
- **Correcting a prior deed** in some cases, although a corrective deed signed by the original grantor is usually the better instrument.

A quitclaim deed is **not** ordinarily used when a buyer pays a seller for property. Buyers and their lenders expect a warranty deed, and title insurers may decline to insure a sale that rests on a recent quitclaim from a stranger without additional investigation.

3. Requirements for a Valid Florida Quitclaim Deed

- **In writing, signed by the grantor, in the presence of two subscribing witnesses** — [§ 689.01, Fla. Stat.](#) The notary may serve as one of the two witnesses.

- **Acknowledged before a notary public** so it can be recorded — [§ 695.03](#).
- **Grantor and grantee names and post-office addresses**, the **name and address of the preparer**, witnesses' printed names and addresses, and a 3-inch-square blank space at the top right of the first page for the clerk — [§ 695.26, Fla. Stat.](#)
- **A legal description** of the property sufficient to identify it — lot and block of a recorded plat, a metes-and-bounds description, or a condominium unit with the declaration's recording data. A street address alone is not sufficient. The description is normally copied exactly from the grantor's prior recorded deed, and the parcel identification number is usually added as a convenience.
- **Words of conveyance** and, where there is more than one grantee, words stating **how the grantees take title** (Section 6).
- **Spousal joinder** if the property is the grantor's homestead and the grantor is married — [Art. X, § 4\(c\), Fla. Const.](#) (Section 8).
- **Delivery to the grantee and recording** in the county where the property lies — [§ 695.01](#).

4. Recording

A deed is recorded with the Clerk of the Circuit Court (County Recorder) in the county where the land is located. Florida is a **notice** state: an unrecorded deed is valid between the grantor and grantee but is **not effective against later purchasers or creditors** who record first without notice of it. See [§ 695.01, Fla. Stat.](#) Recording promptly protects the grantee. Recording fees are set by [§ 28.24](#) (currently \$10 for the first page and \$8.50 for each additional page), plus the documentary stamp tax discussed next. Most clerks accept documents by mail, in person, or through approved e-recording vendors, and most publish a recording checklist on their websites.

5. Documentary Stamp Tax — The Most Common Surprise

Florida taxes deeds at **\$0.70 per \$100 of consideration** (Miami-Dade County differs for some property). See [§ 201.02, Fla. Stat.](#), [Rule 12B-4.013, F.A.C.](#) (taxable conveyances), and [Rule 12B-4.014, F.A.C.](#) (conveyances not subject to tax). The rule that catches families by surprise is that **“consideration” includes any mortgage on the property**, even if the grantee pays nothing and the grantor remains liable on the note:

- A quitclaim deed of a **free-and-clear** home to a child for “love and affection” owes only the **minimum tax of \$0.70**.
- A quitclaim deed of the same home with a **\$200,000 mortgage** owes documentary stamp tax on \$200,000 — **\$1,400** — because the grantee takes the property subject to the debt.
- When a grantor adds a spouse or another person as a co-owner of mortgaged property, tax is generally due on the **proportionate share** of the mortgage transferred, with specific exceptions for spouses and for deeds incident to a dissolution of marriage set out in § 201.02 and Rule 12B-4.014.
- Transfers of mortgaged property to an **LLC or other entity** are taxed on the mortgage balance, and § 201.02(1)(b) also reaches certain later transfers of the entity's ownership interests.

The Clerk collects the tax at recording and will not record a deed without it. The Department of Revenue's guidance on documentary stamp tax is at floridarevenue.com.

6. How Multiple Grantees Hold Title

When a quitclaim deed names more than one grantee, the deed's wording determines what happens when one of them dies. See [§ 689.15, Fla. Stat.](#):

- **Tenants in common** — each owns a separate share that passes through that owner's estate at death. This is the **default** if the deed is silent (except for a married couple).
- **Joint tenants with right of survivorship** — the survivor automatically owns the whole. The deed **must expressly state** “with right of survivorship.”
- **Tenants by the entirety** — a married couple; survivorship plus protection from the separate creditors of one spouse. Presumed when the deed is to a husband and wife unless the deed says otherwise.

A parent who quitclaims a home to “John Smith and Mary Smith” (two adult children) without survivorship language has created a tenancy in common — and a probate when the first child dies.

7. Tax Consequences a Grantor Should Understand

- **Capital-gains basis.** A lifetime quitclaim is generally a **gift**. The grantee takes the grantor's original cost basis (“carryover basis”) under [26 U.S.C. § 1015](#) and may owe capital-gains tax on the grantor's entire appreciation when the property is later sold. Property that instead passes at the owner's **death** — by will, trust, survivorship, or an enhanced life estate (Lady Bird) deed — receives a **stepped-up basis** to fair market value under [26 U.S.C. § 1014](#). For a long-held home, this difference can be the entire tax on decades of growth.
- **Federal gift tax return.** A gift of an interest worth more than the annual exclusion in [26 U.S.C. § 2503\(b\)](#) requires a federal gift tax return (IRS Form 709), although tax is rarely owed because of the lifetime exemption.
- **Property-tax homestead exemption.** The exemption under [§ 196.031](#) belongs to an owner who lives on the property as a permanent residence. Quitclaiming the home to a child who lives elsewhere, or to an LLC, generally ends the exemption (or the portion attributable to the interest transferred).
- **Save Our Homes reassessment.** A “change of ownership” resets the capped assessed value to market value the following January 1. [Section 193.155\(3\), Fla. Stat.](#), lists the transfers that do **not** count — including transfers between spouses and transfers to a revocable trust where the grantor remains the beneficiary. Owners should read the statute and may ask the county property appraiser how a proposed deed will be treated.
- **Mortgage due-on-sale clause.** Most mortgages let the lender demand full payment upon a transfer. Federal law prohibits enforcement for transfers to a spouse or child, on death to a relative, between spouses in a divorce, and into a revocable trust where the borrower remains a beneficiary and occupant — [12 U.S.C. § 1701j-3\(d\)](#). A transfer to an LLC is **not** protected. The deed also does **not** remove the grantor from the mortgage; only the lender can.
- **Medicaid.** A quitclaim gift within the five-year look-back is a transfer for less than fair market value that can produce a penalty period under [42 U.S.C. § 1396p\(c\)](#). This report does not address Medicaid planning.

8. Homestead and Spousal Joinder

If the property is the grantor's **homestead** and the grantor is **married**, the Florida Constitution requires the **spouse to join** in any deed or mortgage, even if the spouse's name is not on the title. See [Art. X, § 4\(c\), Fla. Const.](#) A quitclaim deed of homestead signed by one spouse alone is ineffective. The restriction on *devising* homestead ([§ 732.4015](#)) also shapes any plan to quitclaim homestead into a trust or to children while a spouse or minor child survives.

9. Common Mistakes With Quitclaim Deeds

- **Adding a child to the deed “to avoid probate.”** This gives away half the property now (carryover basis, possible gift-tax return), exposes the home to the child's creditors, lawsuits, bankruptcy, and divorce, requires the child's signature to sell or refinance, may reduce the homestead exemption, and — without survivorship language — still leaves the parent's half in probate. Florida practice generally favors other tools for probate avoidance; a separate educational report on the enhanced life estate (Lady Bird) deed is available on request.
- **Quitclaiming mortgaged property** without budgeting for stamp tax on the mortgage balance (Section 5) or considering the due-on-sale clause (Section 7).
- **Believing the deed removes the grantor from the mortgage.** It does not. In a divorce, a quitclaim from one spouse leaves that spouse fully liable on the note unless the other spouse refinances.
- **Omitting survivorship language** when survivorship was intended.
- **Using the street address** instead of the legal description, or introducing a typo into the description.
- **Deeding to “the Smith Family Trust”** rather than to the trustee by name. A trust is not an entity; the trustee holds title ([§ 689.073](#)).
- **One spouse signing alone** on homestead (Section 8).
- **Not recording**, recording in the wrong county, or recording without the correct stamp tax.
- **Accepting a quitclaim from a seller the buyer does not know**, or from someone whose own title was never confirmed.

10. Title Insurance and What a Quitclaim Cannot Fix

A quitclaim deed transfers title; it does not *clean* title. Liens, judgments, unpaid taxes, mortgages, and prior defects stay with the property. Title insurance, regulated under [Chapter 627, Part XIII, Fla. Stat.](#), insures against defects that existed as of the policy date and is customarily issued at every financed purchase. Family transfers by quitclaim are rarely insured at the time, which is one reason problems sometimes surface years later at a sale. Anyone receiving property by quitclaim who does not already know the title history may wish to obtain a title search from a Florida title agent before relying on it.

11. Do Your Own Research — Primary Sources

Each link below goes to an official or primary source. If you are reading a printed copy, the full web address is shown.

[Chapter 689, Fla. Stat. — Conveyances of Land and Declarations of Trust](#)

<https://www.flsenate.gov/Laws/Statutes/2025/Chapter689>

[§ 689.01 — How real estate conveyed \(two witnesses\)](#)

<https://www.flsenate.gov/Laws/Statutes/2025/689.01>

[§ 689.02 — Form of statutory warranty deed \(for comparison\)](#)

<https://www.flsenate.gov/Laws/Statutes/2025/689.02>

[§ 689.15 — Estates by survivorship; tenants in common; tenancy by the entirety](#)

<https://www.flsenate.gov/Laws/Statutes/2025/689.15>

[§ 689.073 — Powers conferred on trustee in recorded instrument](#)

<https://www.flsenate.gov/Laws/Statutes/2025/689.073>

[Chapter 695, Fla. Stat. — Record of Conveyances of Real Estate](#)

<https://www.flsenate.gov/Laws/Statutes/2025/Chapter695>

[§ 695.01 — Conveyances to be recorded \(notice statute\)](#)

<https://www.flsenate.gov/Laws/Statutes/2025/695.01>

[§ 695.03 — Acknowledgment and proof](#)

<https://www.flsenate.gov/Laws/Statutes/2025/695.03>

[§ 695.26 — Requirements for recording instruments affecting real property](#)

<https://www.flsenate.gov/Laws/Statutes/2025/695.26>

[§ 28.24 — Clerk's recording fees](#)

<https://www.flsenate.gov/Laws/Statutes/2025/28.24>

[Florida Constitution, Article X, § 4 — Homestead; spousal joinder](#)

<https://www.flsenate.gov/Laws/Constitution>

[§ 732.4015 — Devise of homestead](#)

<https://www.flsenate.gov/Laws/Statutes/2025/732.4015>

[§ 201.02 — Documentary stamp tax on deeds](#)

<https://www.flsenate.gov/Laws/Statutes/2025/201.02>

[Rule 12B-4.013, F.A.C. — Conveyances subject to documentary stamp tax](#)

<https://www.flrules.org/gateway/ruleno.asp?id=12B-4.013>

[Rule 12B-4.014, F.A.C. — Conveyances not subject to tax](#)

<https://www.flrules.org/gateway/ruleno.asp?id=12B-4.014>

[Florida Dept. of Revenue — Documentary Stamp Tax](#)

https://floridarevenue.com/taxes/taxesfees/Pages/doc_stamp.aspx

[§ 193.155 — Homestead assessments; change of ownership \(Save Our Homes\)](#)

<https://www.flsenate.gov/Laws/Statutes/2025/193.155>

[§ 196.031 — Homestead exemption](#)

<https://www.flsenate.gov/Laws/Statutes/2025/196.031>

[Chapter 627, Part XIII, Fla. Stat. — Title Insurance](#)

<https://www.flsenate.gov/Laws/Statutes/2025/Chapter627>

[26 U.S.C. § 1015 — Carryover basis of gifted property](#)

<https://www.law.cornell.edu/uscode/text/26/1015>

[26 U.S.C. § 1014 — Stepped-up basis of property acquired from a decedent](#)

<https://www.law.cornell.edu/uscode/text/26/1014>

[26 U.S.C. § 2503 — Gift tax annual exclusion](https://www.law.cornell.edu/uscode/text/26/2503)

<https://www.law.cornell.edu/uscode/text/26/2503>

[12 U.S.C. § 1701j-3 — Due-on-sale clauses; exempt transfers](https://www.law.cornell.edu/uscode/text/12/1701j-3)

<https://www.law.cornell.edu/uscode/text/12/1701j-3>

[42 U.S.C. § 1396p — Medicaid transfer-of-assets rules](https://www.law.cornell.edu/uscode/text/42/1396p)

<https://www.law.cornell.edu/uscode/text/42/1396p>

[Rules Regulating The Florida Bar, Chapter 10 — Unlicensed practice of law; nonlawyer form assistance \(Rules 10-2.1 and 10-2.2\)](https://www.floridabar.org/rules/rrtfb/)

<https://www.floridabar.org/rules/rrtfb/>

[In re Amendments to Fla. Family Law Rules of Procedure and Rule Regulating The Florida Bar 10-2.2, No. SC2026-1262 \(Fla. Sept. 10, 2026\) — nonlawyer form-assistance disclosure](https://flcourts-media.flcourts.gov/content/download/2495059/opinion/Opinion_SC2026-1262.pdf)

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12. Required Disclosures

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Respectfully prepared for your education,

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