

Notice of Intention to Impose Claim on Security Deposit

FLORIDA ASSOCIATION OF REALTORS®



INSTRUCTIONS:

1. Licensee: Give this disclosure to the Landlord prior to your assisting with the completion of the attached Notice To Impose Claim on Security Deposit.
2. Licensee: As the person assisting with the completion of the attached form, insert your name in the first (5) blank "Name" spaces below.
3. Licensee: **SIGN** the disclosure below.
4. Landlord: Check the applicable provision regarding English contained in the disclosure and **SIGN** below.
5. Licensee and Landlord: Retain a copy for your files.

* * * * *

DISCLOSURE:

_____ told me that he / she is not a lawyer and may not give
(Name)
legal advice or represent me in court.

_____ told me that he/she may only help me fill out a form
(Name)
approved by the Supreme Court of Florida. _____ may only help me
(Name)
by asking me factual questions to fill in the form. _____ may also
(Name)
tell me how to file the form.

_____ told me that he/she is not an attorney and cannot tell me
(Name)
what my rights or remedies are or how to testify in court.

Landlord:

_____ I can read English.
_____ I cannot read English but this notice was read to me by

_____ in _____ .
(Name) (Language)

(Licensee)

(Landlord)

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Tenant's Name and Address

Dear _____ :
Tenant's Name

This is a notice of my intention to impose a claim for damages in the amount of \$ _____ upon
(insert amount of damages)
your security deposit due to _____
(insert damage done to premises or other reason for claiming security deposit)

It is sent to you as required by s. 83.49(3), Florida Statutes. You are hereby notified that you must object in writing to this deduction from your security deposit within 15 days from the time you receive this notice or I will be authorized to deduct my claim from your security deposit. Your objection must be sent to: _____

(insert Landlord's address)

Landlord's Name

Landlord's Address

(_____) _____
Landlord's Phone Number

NOTE:

A landlord must return a tenant's security deposit to the tenant no later than 15 days after the tenant vacates the leased property if the landlord does not wish to impose a claim on the deposit. The landlord may claim all or a portion of the security deposit only after giving the tenant written notice, by certified mail to the tenant's last known mailing address, of the landlord's intention to keep the deposit and the reason for keeping it. If the landlord does not send the notice within the 30-day period, he cannot keep the security deposit. If the tenant does not object to the notice, the landlord may then keep the amount stated in the notice, and must send the rest of the deposit to the tenant within 30 days after the date of this notice.

SOURCE: Section 83.49(3)(a) & (b), Florida Statutes (2003).

Approved for use under rule 10-1.1(b) of the Rules Regulating The Florida Bar.