

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/Owner: Check the applicable provision regarding English contained in the disclosure and **SIGN** below.
5. Licensee: Retain a copy for your files for at least 6 years. Landlord/Owner: Retain a copy for your files. This disclosure does not act as or constitute a waiver, disclaimer or limitation of liability.

THIS FORM WAS COMPLETED WITH THE ASSISTANCE OF:

_____	_____
Licensee Name	Name of Brokerage/Business
_____	_____
Address	Phone Number

DISCLOSURE:

_____ told me that he / she is a nonlawyer and may not give
(Name)
legal advice, cannot tell me what my rights or remedies are, cannot tell me how to testify in court, and cannot represent me in court.

Rule 10-2.1(b) of the Rules Regulating the Florida Bar defines a paralegal as a person who works under the supervision of a member of the Florida Bar and who performs specifically delegated substantive legal work for which a member of the Florida Bar is responsible. Only persons who meet the definition may call themselves paralegals.

_____ informed me that he / she is not a paralegal as defined
(Name)
by the rule and cannot call himself/herself a paralegal.

_____ told me that he/she may only help me type the factual
(Name)
information provided by me in writing into the blanks on the form.

_____ may not help me fill in the form and may not complete
(Name)
the form for me.

If using a form approved by the Supreme Court of Florida, _____ may
(Name)
ask me factual questions to fill in blanks on the form and may also tell me how to file the form.

Landlord/Owner:

_____ I can read English.

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

_____ in _____ which I understand.
(Name) (Language)

(Licensee Signature) (Landlord Signature)

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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 10-2.l(a) of the Rules Regulating The Florida Bar.