

ATTACHMENT TO FLORIDA LEASES AND RENTAL AGREEMENTS SECURITY DEPOSITS

Fla. Stat. Ann. § 83.49(3)(a). Upon the vacating of the premises for termination of the lease, the landlord shall have 15 days to return the security deposit together with interest if otherwise required in which to give the tenant written notice by certified mail to the tenant's last known mailing address of his intention to impose a claim on the deposit and the reason for imposing the claim. The notice shall contain a statement in substantially the following form:

This is a notice of my intention to impose a claim for damages in the amount of \$ _____ upon your security deposit, due to _____

It is sent to you as required by s. 834913), 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 _____ (landlord's address).

If the landlord fails to give the required notice within the fifteen-day period, he forfeits his right to impose a claim upon the security deposit.

(b) Unless the tenant objects to the imposition of the landlord's claim of the amount thereof within **5** days after receipt of the landlord's notice of intention to impose a claim, the landlord may then deduct the amount of his claim and shall remit the balance of the deposit to the tenant within 30 days after the date of the notice of intention to impose a claim for damages.

(c) If either party institutes an action in a court of competent jurisdiction to adjudicate his right to the security deposit, the prevailing party is entitled to receive his court costs plus a reasonable fee for his attorney. The court shall advance the cause on the calendar.