

### **NOTICE OF INTENTION TO IMPOSE CLAIM ON SECURITY DEPOSIT**

Upon the vacating of the premises for termination of the lease, if the landlord **does not** intend to impose a claim on the security deposit, the landlord shall have 15 days to return the security deposit together with interest if otherwise required, or the landlord shall have 30 days to give the tenant written notice by certified mail to the tenant's last known mailing address of his or her **intention to impose** a claim on the deposit and the reason for imposing the claim.

If the landlord fails to give the required notice within the 30-day period, he or she forfeits the right to impose a claim upon the security deposit.

Unless the tenant objects to the imposition of the landlord's claim or the amount thereof within 15 days after receipt of the landlord's notice of intention to impose a claim, the landlord may then deduct the amount of his or her 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.

SOURCE: Section 83.49 (3)(a) and (b)

## NOTICE OF INTENTION TO IMPOSE CLAIM ON SECURITY DEPOSIT

TO: \_\_\_\_\_

Tenant's Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip Code

Date: \_\_\_\_\_

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 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:

\_\_\_\_\_  
Landlord's Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip Code