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Security Deposit

Tenants: _____ Security Deposit Amount \$ _____,00
Property: _____ Deposited in Riverside National Bank in a TRUST ACCOUNT

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, or formally notify the tenant of intent to make a claim on the security deposit. After that preliminary notice the landlord shall have an additional 15 days to give the tenant formal written notice by certified mail to the tenant's known mailing address of the fully specified claim on the deposit and the reason for imposing the claim along with substantive information supporting claim amount(s). Should the tenant(s) disagree with any portion of the claim, the matter is referred to the "Escrow Dispute Division" of the Real Estate Commission. The notice shall contain a statement in substantially the following form:

Florida Statutes Attachments (EXCERPT)

Section 83.49 (3)(a)-(d) (paraphrased)

"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. 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 (provide landlord's address here)."

If required claim notice is not filed within the 30-day period, the right to impose a claim upon the security deposit is forfeited.

(b) 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.

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

(d) Compliance with this section by an individual or business entity authorized to conduct business in this state, including Florida-licensed real estate brokers and sales associates, shall constitute compliance with all other relevant Florida Statutes pertaining to security deposits held pursuant to a rental agreement or other landlord-tenant relationship. Enforcement personnel shall look solely to this section to determine compliance. This section prevails over any conflicting provisions in chapter 475 and in other sections of the Florida Statutes, and shall operate to permit licensed real estate brokers to disburse security deposits and deposit money without having to comply with the notice and settlement procedures contained in s. 475.25(1)(d)."

Section 83.53(paraphrased)

The tenant shall not unreasonably withhold consent to the landlord to enter the dwelling unit from time to time in order to inspect the premises; make necessary or agreed repairs, decorations, alterations, or improvements; supply agreed services; or exhibit the dwelling unit to prospective or actual purchasers, mortgagors, tenants, workman, or contractors.

The landlord may enter the dwelling unit at any time for the protection or preservation of the premises. The landlord may enter the dwelling unit when necessary for the purposes set forth in subsection (1) under any of the following circumstances:

- With the consent of the tenant;
- In case of emergency;
- When the tenant unreasonably withholds consent; or
- If the tenant is absent from the premises for a period of time equal to one-half (1/2) the time for periodic rental payments.

If the rent is current and the tenant notifies the landlord of a intended absence, then the landlord may enter only with the consent of the tenant or for the protection or preservation of the premises (i.e. payment and notice = privacy).

The landlord shall not abuse the right of access nor use it to harass the tenant.

Tenant: _____ Date: _____ Tenant: _____ Date: _____

Tenant: _____ Date: _____ Witness: _____