

INSTRUCTIONS FOR IMPOSING A CLAIM ON SECURITY DEPOSIT

Tenants: Name all persons named on the lease and particularly the person(s) who remitted the deposit funds.

Conditions: Landlord has recovered and accepted possession of the leased premises from the tenant. Note: according to the statute you don't have to send this notice if the tenant vacated the premises prior to the end of a lease term, or if on an oral lease, who doesn't give seven days written notice by certified mail prior to vacating at the end of a month-to-month or week-to-week lease term. I recommend that you issue the notice anyway. If you were required to send the notice and did not, you have to return the entire security deposit no matter how much damage the tenant did. The fact that the tenant owed back rent does not eliminate the requirement to send a notice of claim against the security deposit. The loser of a lawsuit over the security deposit pays the winner's attorney's fees, which are usually more than the deposit was, so be reasonable in imposing your claims.

No claim: The landlord has Fifteen (15) days from the day the tenant vacates the premises to refund the deposit if not making a claim.

Claim: The landlord has thirty (30) days to post mark a claim against the security deposit by certified mail. You must send the claim to the tenant's forwarding address. Check your emails and texts for a forwarding address. If you absolutely have no other address, mail the claim to the leased premises.

The Form: The statute requires you to use the form provided on BrowardLandlord.com. Do not alter it. You must specify the damage. The tenant is entitled to reasonable wear and tear in light of the length of his occupation. If the tenant has leased the premises for ten years, he is entitled to a lot of wear and tear. The landlord may not claim for routine cleaning or painting. Take pictures of the damage. Keep receipts for repairs done. Do not claim for repairs that were not actually performed. If the landlord does the repairs himself, he may recover the "reasonable" value of the work.

Delivery:

Certified mail is the only permitted method of delivery.

The Tenant's Obligation: The tenant has 15 days to object to the claim. Take any objection seriously. If a court orders any amount of a refund you will have to pay tenant's attorneys fees and court costs.

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