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ATTENTION RESIDENT MANAGERS

RE: Notification of Intention to Impose Claim upon Security Deposit

This firm would like to take the opportunity to review the subject of security deposits. This letter is an overview for the disposition of security deposits when the landlord makes a claim against the deposit.

The Notice of Intention to Impose a Claim must have the following language in order to be in compliance with Florida Statutes:

“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 Section 83.49 (3), Florida Statutes. You are hereby notified that you must object in writing to the 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 required notice within the 30 day period, he forfeits his right to impose a claim for damages pursuant to Section 83.49 (3) (a), Florida Statutes.

Please be advised that *whenever* management will be imposing a claim upon the security deposit it is mandatory under Section 83.49 (3) (a) to send notice of his intention to impose a claim by *certified and regular mail* to the tenant’s last known mailing address.

“Except when otherwise provided by the terms of a written lease, any tenant who vacates or abandons the premises prior to the term in the written lease, or any tenant who vacates or abandons premises which are subject of a tenancy from week to week, month to month, quarter to quarter, or year to year, shall give at least 7 days’ notice by certified mail to the landlord prior to vacating or abandoning the premises, which shall include the address where the tenant may be reached. Failure to give such notice shall relieve the landlord of the notice requirement of paragraph (3) (a).” Section 83.49 (5), Florida Statutes.

It is our recommendation that you mail out your notice within 30 days of regaining possession of the unit.

A renewal of an existing rental agreement shall be considered a new rental agreement, and any security deposit carried forward shall be considered a new security deposit. Section 83.49 (6), Florida Statutes.

In reference to files that are turned over to this office for eviction of non-payment of rent: once the landlord has regained possession of the premises, management should mail notice to impose a claim immediately.

All security deposit disputes are litigated in small claims court. In the event an action is filed and the landlord has not followed the procedures, the County Court Judges have been known to grant the return of the security deposit no matter how much damage the landlord has made claim to.

Please be advised that if the landlord or the ex-resident 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.

In those cases in which interest is required to be paid to the tenant, the landlord shall pay directly to the tenant, or credit against the current month's rent, the interest due to the tenant at least once annually. However, no interest shall be due to a tenant who wrongfully terminates his tenancy prior to the end of the rental term. Section 83.49 (5), Florida Statutes.

This office would like to recommend that when you have a question regarding security deposits, call for clarification as we encourage phone consultations with management and property staff. Thank you for your attention to these matters.

Sincerely,
Kenneth J. Lowenhaupt, Esq.
Kristine Sawyers, Esq.
Rebecca Spinale, Esq.
Howard Brownstein, Paralegal