

Nonlawyer Disclosure

Instructions to Licensee: Before completing the following form, you must provide this nonlawyer disclosure to the landlord or tenant for whom you are filling in the blanks. (If you are completing the blanks for both landlord and tenant, prepare two disclosures and give one to each.)

1. Write your name in the first five blank "Name" spaces and sign below.
2. Have the landlord or tenant you are assisting complete the section about their ability to read English and sign it.
3. Provide this completed disclosure to the landlord or tenant, as needed. Keep a copy of this disclosure and all related forms for at least 6 years.

_____ (Name) has informed me that he/she is not a lawyer and cannot give legal advice, explain what my rights or options are, tell me how to testify in court, or represent me in court.

Under Rule 10-2.1(b) of the Rules Regulating The Florida Bar, a paralegal is someone who works under the supervision of a licensed Florida attorney, an out-of-state attorney engaged in authorized practice in Florida, or a foreign attorney lawfully practicing in Florida, and who performs delegated legal work for which the supervising attorney is responsible. Only individuals meeting this definition may use the title "paralegal." _____ (Name) told me that he/she does not meet this definition and therefore cannot call himself/herself a paralegal.

_____ (Name) also told me that he/she is only allowed to type the information I provide in writing into the form. Aside from typing, _____ (Name) may not advise me on what to write in the form and may not complete the form for me. However, if the form is one that has been approved by the Florida Supreme Court, _____ (Name) may ask me factual questions in order to fill in the blanks and may also explain how to file the form.

Landlord or Tenant:

_____ I am able to read English.

_____ I am unable to read English, but this notice was read to me by _____ (Name) in _____ (Language), which I understand.

Landlord or Tenant signature

Licensee signature

Landlord or Tenant signature

Notice of Intent to Make a Claim Against Security Deposit

To:

Tenant's Name _____

Address [include city, state, and zip code] _____

Date: _____

This letter serves as formal notice of my intent to make a claim against your security deposit in the amount of \$_____ [insert amount]. The reason for this claim is due to

[insert description of damages to the property or other reason for deduction]. This notice is provided to you in accordance with Section 83.49(3), Florida Statutes. Please be advised that you must send any written objection to this claim within 15 days from the date you receive this notice. If no objection is received within that time, I will be authorized to deduct the claimed amount from your security deposit. Any objection should be sent to: _____

[insert Landlord's address].

Landlord's Name _____

Landlord's Address _____

Landlord's Telephone Number _____

Approved for use under Rule 10-2.1(a) of the Rules Regulating The Florida Bar

The Florida Bar 2010

This form was completed with the assistance of:

Name: _____

Address: _____

Telephone Number: _____

IMPORTANT NOTICE: Florida law requires that a landlord return a tenant's security deposit, along with any required interest, no later than 15 days after the tenant vacates the property, unless a claim is being made. A landlord may withhold all or part of the deposit only by sending written notice, via certified mail, to the tenant's last known mailing address. This notice must state the landlord's intention to withhold funds and the reason for doing so. The notice must be mailed within 30 days of the date the tenant moves out. If no notice is sent within that period, the landlord must return the full security deposit. If the tenant does not dispute the claim within 15 days of receiving the landlord's notice, the landlord may deduct the stated amount and must return any remaining balance within 30 days of the notice date.