

# **Security Deposits**



**Legal Services of Greater Miami, Inc.**

**Tenants' Rights Project**

**Renters' Education and Advocacy Legal Lines (REAL)**

<https://sites.google.com/site/reallsgmi>

[www.lsgmi.org](http://www.lsgmi.org)

## WHAT IS A SECURITY DEPOSIT?

A security deposit is money a tenant pays to the landlord to protect the landlord if the tenant moves out before he is supposed to, or if the tenant damages the rental unit. Pre-payment of the last month's rent may also be considered a part of the security deposit in certain circumstances. You should read your lease to see whether pre-paid rent is part of the security deposit.

## BEFORE YOU MOVE INTO A RENTAL UNIT

Before you pay your security deposit, you should do the following things:

- If you sign a lease, be sure it reflects the amount of the deposit and where the landlord will hold the deposit.
- You should not pay the security deposit until you are certain that you have met all of the conditions to be eligible to rent the unit, or have written assurance that it is refundable in case you do not move in.
- If you pay a security deposit before moving in and do everything else the lease requires, and the landlord still does not let you move into the rental unit, you may sue him in Small Claims Court, without a lawyer, if your damages are \$5,000 or less, get a receipt .

## HOW DO I GET MY SECURITY DEPOSIT BACK WHEN MY LEASE ENDS?

### STEP 1 - Notify Your Landlord of Your Intent to Move

- If you have a written lease, it may contain a provision that requires you to notify your landlord of your plan to move out when the lease ends. You must follow the notice requirements in your lease; otherwise, the landlord may not be required to return your security deposit.

### STEP 2 - Request the Return of Your Security Deposit

- Use the form in this brochure and keep a copy for your records.

**Note:** Be sure to take pictures of the vacant apartment before returning your keys to the landlord so that you have proof of the apartment's condition upon move out. You should also have a witness inspect the unit. These will be helpful if the landlord tries to charge you for damages that were not there when you left.

If you do not have a written lease or the lease is silent, then at least 7 days before you move, you must send a letter to the landlord, by certified mail or hand delivery, telling the address where the landlord can send the deposit. Keep a copy of the letter. You should send the letter certified mail, return receipt requested. You should also send a copy of the letter by regular mail in case your landlord does not sign for the certified letter.

### STEP 3 - Landlord's Duty to Return the Security Deposit

- Your landlord has 15 days after you move out to return your entire security deposit to you.
- If your landlord plans to keep all or part of your security deposit, he must send you a written notice within 30 days after you move, telling you his plan to keep all or part of your security deposit and the reason why. He is only required to send you written notice if you told him where to mail the deposit.

### STEP 4 - Objecting to Your Landlord's Plan to Keep Your Security Deposit

- If your landlord sends you a notice that he plans to keep all or part of your security deposit, you have 15 days after you receive the notice to dispute any charges.
- You must send your letter objecting to the charges by certified mail, return receipt requested. You should also keep a copy of the letter for your records.

### STEP 5 - Suing Your Landlord

- If your landlord will not return the deposit, you must file a lawsuit in Small Claims Court to recover the deposit.

**CAN I GET MY SECURITY DEPOSIT BACK IF I  
DO NOT DO EVERYTHING THE LEASE REQUIRES?**

If you do not do what the lease requires, the landlord may try to keep all or part of your security deposit. Reasons a landlord may be allowed to keep your security deposit include: damage to the rental unit that is more than ordinary wear and tear; you move out of the rental unit before the end of the lease or without giving proper notice; or, you owe your landlord rent.



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***Passionately Committed to Equal Justice***

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**LETTER REQUESTING RETURN OF SECURITY DEPOSIT**

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

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

\_\_\_\_\_

\_\_\_\_\_  
Landlord's Address

**RE: Request to Return Security Deposit**

Dear \_\_\_\_\_:

Please send my security deposit to:

\_\_\_\_\_

\_\_\_\_\_

This request is made pursuant to Florida Statute §83.49.

Sincerely,

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Telephone