

## About Community Legal Services of Mid-Florida (CLSMF)

*The mission of CLSMF is to provide access to justice through high quality legal assistance to low-income persons.*

CLSMF is a nonprofit legal aid organization which provides free legal assistance to low-income people with civil legal problems in twelve counties across Central Florida. Since 1966, dedicated CLSMF lawyers, paralegals, legal assistants and advocates have worked diligently to solve civil legal problems for people facing life-changing situations, such as domestic violence, unlawful eviction, or the loss of veterans' health or public benefits. We are committed to delivering the highest quality legal aid, with dignity and respect, for those who are seeking access to justice.

*\*We do not provide legal assistance in criminal or traffic matters*



**\*BREVARD:** 1-866-469-7444

### CITRUS & SUMTER

106 N. Osceola Avenue  
Inverness, FL 34450

CITRUS: (352) 726-6592

SUMTER: 1-800-984-2918

**FLAGLER:** 1-800-405-1417

**HERNANDO:** 1-866-801-5566

**LAKE:** (352) 343-6351

226 West Main Street,  
Tavares, FL 32778

**MARION:** (352) 629-6257

1610 SE 36th Avenue  
Ocala, FL 34471

**\*ORANGE** (407) 841-7777

122 E. Colonial Drive, Suite 200,  
Orlando, FL 32801



**OSCEOLA:** (407) 933-1791

800 North Main Street  
Kissimmee, FL 34744

**PUTNAM:** (386) 385-0928

216 S. 6th Street  
Palatka, FL 32177

**\*SEMINOLE:** (407) 322-6673

315 Magnolia Avenue  
Sanford, FL 32771

**VOLUSIA :** (386) 258-5600

128 Orange Avenue  
Daytona Beach, FL 32114

**Client toll-free number:** 1-800-363-2357

### ADMINISTRATIVE OFFICE:

(386)523-9181

*\*Certain legal services not offered*

info@clsmf.org

**Apply for help online at:**

**www.clsmf.org**



## Security Deposits

### What Every Tenant Should Know



The Florida Bar Foundation, with *Interest on Trust Accounts* program funding, provides support for this service.

## What Is a Security Deposit?

A security deposit is any advance money a tenant gives to a landlord as security against damage to the rental premises or for advance rent. A security deposit may be called a “damage deposit,” “last month’s rent,” a “pet deposit,” or by another name.

## Am I Entitled to Interest?

Not necessarily. The law gives a landlord three choices:

1. Put the security deposit in a separate non-interest bearing account;
2. Put the deposit in a separate interest bearing account for the benefit of the tenant; or
3. Post a bond and pay the tenant 5 percent simple interest.

In the first two situations, the landlord cannot mix the tenant’s deposit money with the landlord’s money, nor can the landlord use the tenant’s money in any way.

In the third situation, the landlord may commingle the money with his or her own—or use it—but must post a bond with the Clerk of the Court or Secretary of State to protect the deposit.

## Does the Landlord Have to Tell Me Where My Deposit is and Its Interest Rate?

A landlord who rents more than five separate dwelling units must notify the tenant in writing within 30 days of receiving the security deposit of the manner in which the deposit is being held, whether the deposit is earning interest and, if so, the rate of interest. The landlord must also inform the tenant in writing of when the tenant will receive interest payments.

## Can I Apply My Security Deposit Toward the Last Month’s Rent?

Ordinarily, security deposits are not intended as last month’s rent, but instead as security against damage to the rental property. The landlord may agree to allow you to apply your deposit to the last month’s rent, but he or she is under no obligation to do so unless the parties specifically contract to this arrangement.

## How Do I Get My Security Deposit Back?

A landlord is required to give you notice of his or her intention to keep all or part of your security deposit and the reason for imposing this claim. If the landlord does not plan to make a claim

against the security deposit, he/she has 15 days after the premises are vacated to return the deposit. If the landlord plans to make a claim against the security deposit, he/she has 30 days to send you such notice by certified mail. Otherwise, he or she forfeits the right to keep any of the deposit.

To protect your rights, you must advise the landlord of your new address. Because the landlord is obligated only to send the notice to your last known mailing address, always give written notice of your new address to the landlord.

If after 30 days the landlord does not return your deposit or send you a letter stating why all or part of your deposit won’t be returned, you can sue him or her for the return of the entire deposit. If you are sent such a letter, and you disagree with the landlord, you must write back within 15 days (certified mail recommended but not required) stating that you object to the landlord’s claim on your deposit.

If you and the landlord cannot agree, you can sue, but you will have to prove that you were not responsible for the claimed damage. Photos and/or an independent inspection would be helpful.

If you do not object in writing after

receiving the landlord’s letter, the landlord may deduct the amount of his or her claim and, as required, forward the balance (if any) to you within 30 days of the original notice.

It is questionable whether a tenant can sue for return of the deposit if he or she has not objected.

## Can I Go to Court Without a Lawyer?

Yes. The Small Claims Court is set up to settle disputes without requiring people to have a lawyer. However, any person has the right to bring a lawyer if he or she so chooses. Please read our brochure about Small Claims Court to understand how it works.

This brochure is for general education only. It is not intended to be used to solve individual problems. If you have specific questions, see an attorney. CLSMF offices are listed on the back in this brochure.