

Nonlawyer Disclosure



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

1. Insert your name in the first 5 blank "*Name*" spaces and **sign** below.
2. Have the landlord or tenant whom you are assisting complete the provision regarding her/his ability to read English, and have her/him **sign** below.
3. Give this completed disclosure to the landlord or tenant, as appropriate. Keep a copy of this completed disclosure and all forms you give to the landlord or tenant in your files for at least 6 years.

_____ told me that he/she is a nonlawyer and may not give legal
(Name)
advice, cannot tell me what my rights or remedies are, cannot tell me how to testify in court, and cannot represent me in court.

Rule 10-2.1(b) of the Rules Regulating The Florida Bar defines a paralegal as a person who works under the supervision of a member of The Florida Bar and who performs specifically delegated substantive legal work for which a member of The Florida Bar is responsible. Only persons who meet the definition may call themselves paralegals. _____ informed me that he/she is not a paralegal as defined by the
(Name)
rule and cannot call himself/herself a paralegal.

_____ told me that he/she may only type the factual information
(Name)
provided by me in writing into the blanks on the form. Except for typing, _____
(Name)
may not tell me what to put in the form and may not complete the form for me. However, if using a form approved by the Supreme Court of Florida, _____ may ask me factual questions to fill in
(Name)
the blanks on the form and may also tell me how to file the form.

Landlord or Tenant:

_____ I can read English.
_____ I cannot read English but this notice was read to me by _____
(Name)
in _____ which I understand.
(Language)

Landlord or Tenant signature

Licensee signature

Landlord or Tenant signature

Notice of Intention to Impose Claim on Security Deposit



To: _____
Tenant's Name

Address [include city, state, and zip code]

Date: _____

This is a notice of my intention to impose a claim for damage in the amount of \$ _____ [insert amount of damages] upon your security deposit due to _____

[insert damage done to premises or other reason for claiming security deposit]. This notice is sent to you as required by Section 83.49(3), Florida Statutes. You are hereby notified that you must object in writing to this 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: _____
[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: _____

NOTE: A Landlord must return a Tenant's security deposit, together with interest if otherwise required, to the Tenant no more than 15 days after the Tenant leaves the leased property. The Landlord may claim all or a portion of the security deposit only after giving the Tenant written notice, by certified mail to the Tenant's last known mailing address, of the Landlord's intention to keep the deposit and the reason for keeping it. The Landlord's notice must be sent within 30 days of the date Tenant vacates the leased property. If the Landlord does not send the notice within the 30-day period the Landlord cannot keep the security deposit. If the Tenant does not object to the notice within 15 days after receipt of the Landlord's notice of intention to impose a claim on the deposit, the Landlord may then keep the amount stated in the notice and must send the rest of the deposit to the Tenant within 30 days after the date of the notice.

SOURCE: Section 83.49(3), Florida Statutes (2007)

FORM NOTES ARE FOR INFORMATIONAL PURPOSES ONLY AND MAY NOT COMPLETELY DESCRIBE REQUIREMENTS OF FLORIDA LAW. YOU SHOULD CONSULT AN ATTORNEY AS NEEDED.