

Florida Security Deposit Laws: Limits, Deductions and Deadlines

Summary for landlords and property managers. Last reviewed October 29, 2026. Full guide: <https://www.generationadvisory.com/laws/florida-security-deposit-laws>

Florida does not cap deposits, but it is strict about how the money is held and how claims are made at move out. A landlord who misses the written notice deadline loses the right to keep any part of the deposit.

Key points

- Florida law does not cap the amount of a security deposit. Since 2023 a landlord may also offer a monthly fee in place of a deposit.
- With no claim, the deposit is due back within 15 days after the lease ends; to keep any part, the landlord must send written notice of the claim within 30 days.
- The notice of claim must state the amount and the reason, go by certified mail or email, and use the statutory wording that gives the tenant 15 days to object in writing.
- Interest is owed only if the deposit sits in an interest-bearing account or the landlord posts a surety bond; the tenant then gets at least 75 percent of the interest or 5 percent simple interest a year, as the landlord elects.
- A landlord who misses the 30 day notice deadline loses the right to claim against the deposit, and the winner of a deposit lawsuit can recover court costs and attorney fees.

Florida at a glance

Rule	Florida	Law
Deposit limit	Florida law does not cap the amount of a security deposit. Since 2023 a landlord may also offer a monthly fee in place of a deposit.	Florida Statutes sections 83.49 and 83.491
Deadline to return the deposit	With no claim, the deposit is due back within 15 days after the lease ends; to keep any part, the landlord must send written notice of the claim within 30 days.	Florida Statutes section 83.49(3)
Itemized deductions	The notice of claim must state the amount and the reason, go by certified mail or email, and use the statutory wording that gives the tenant 15 days to object in writing.	Florida Statutes section 83.49(3)

Rule	Florida	Law
Interest on deposits	Interest is owed only if the deposit sits in an interest-bearing account or the landlord posts a surety bond; the tenant then gets at least 75 percent of the interest or 5 percent simple interest a year, as the landlord elects.	Florida Statutes section 83.49(1)
Penalty for wrongful withholding	A landlord who misses the 30 day notice deadline loses the right to claim against the deposit, and the winner of a deposit lawsuit can recover court costs and attorney fees.	Florida Statutes section 83.49(3)

Mistakes to avoid

- Skipping a dated move-in condition report with photos, then having nothing to compare against at move out.
- Charging for normal wear and tear.
- Missing the return deadline, even by a few days.
- Not asking for a forwarding address before the tenant leaves.
- Losing track of deposit money by mixing it with operating funds without a ledger.

Verify current law

Laws named in this summary:

- Florida Statutes sections 83.49 and 83.491
- Florida Statutes section 83.49(3)
- Florida Statutes section 83.49(1)
- Florida Statutes section 83.49(2)

Official sources:

- The Florida Legislature: Online Sunshine (Florida Statutes): <https://www.leg.state.fl.us/statutes/>
- Florida Courts: Self-Help Center:
<https://www.flcourts.gov/Resources-Services/Office-of-Family-Courts/Self-Help-Information>

General information, not legal advice. Check current law and talk to a Florida attorney before you act. Last reviewed October 29, 2026.