

Sample Letter #1 – Use this to tell your landlord of your intent to move at the end of your rental period.

(date)

(landlord’s name and mailing address)

RE: Notice of Intent to Move Out; Certified Mail # _____

Dear _____:

My rental period will expire on _____ (date). I will move out of my rental located at _____ (address of rental) at the end of that rental period. I am giving you this notice at least 20 days before my move-out date.

Please contact me at _____ (phone number or email address) to schedule a time for a move-out inspection. Please send my deposit to the following address:
_____.

Sincerely,

(your name and signature)

Sample Letter #2 – Use this letter if you have *not* heard from your former landlord after 21 days of when you moved out.

(date)

(landlord’s name and mailing address)

RE: Request for Return of Deposit; Certified Mail # _____

Dear _____:

I moved out of my rental located at _____ (address of rental) on _____ (date). When I moved in, I paid a _____ (type of deposit) of \$ _____ (amount of deposit). It has been more than 21 days since I moved out. I have not received my deposit back from you. I have not received any statement from you.

The Washington State Residential Landlord Tenant Act says that if you do not send the statement within 21 days, I am entitled to a complete refund of my deposit. If you intentionally failed to return my deposit or send me the statement, I can ask a court for double the amount of my deposit. If I do not receive my full deposit within one week, I may file a lawsuit to recover my deposit. If this becomes necessary and I win, you may have to pay the costs of the lawsuit and attorney's fees. You can send my full deposit to: _____ (address).

Sincerely,

(your name and signature)

Sample Letter #3 – Use this to dispute that your security deposit is being kept or that you owe money to your former landlord.

(date)

(landlord’s name and mailing address)

RE: Alleged Damages/Charges; Certified Mail # _____

Dear _____:

I received your letter dated _____ stating I owe \$_ in damages or other charges.

I dispute these damages. The Residential Landlord-Tenant Act states that tenants are not liable for certain things, such as normal wear and tear, damaged caused by third parties, damage that existed when I moved in, or unreasonable charges.

(Check all that apply, give an explanation, and attach evidence)

- I am not responsible for the following alleged “damages” because there was no damage; there was only normal wear and tear:

_____.

- I am not responsible for the following alleged “damages” because they were not caused by me, my family, or my guests:

_____.

- I am not responsible for the following alleged “damages” because these were the conditions when I moved in so no damage was done:

_____.

- I am not responsible for the following charges because they are not reasonable:

_____.

- I cannot be charged for any alleged damage because you did not do a move-in inspection report with me when I first moved in. The law requires you to do this. Since you did not, you cannot charge me for any alleged damages.

- You did not provide a “full and specific statement” of alleged damages and repair costs within 21 days of when I moved out. You only provided estimates of repair costs. Under a court case called *Goodeill v. Madison Real Estate*, these estimates are not good enough. You did not comply with the law.

- I agree that I am responsible for the following charges:

_____.

Please send me \$_____ immediately at this address:

_____. Please also send me a copy of all proof you have of (1) all alleged damages and charges; (2) the amounts you actually paid to have repairs made.

Sincerely,

(your name and signature)

Sample Letter #4 – Use this to respond to a collection agency.

(date)

(collection agency’s name and mailing address)

RE: Account # _____; Certified Mail # _____

To Whom It May Concern:

I write to request that you stop communications to me about my account. Under the Fair Debt Collection Practices Act, 15 U.S.C. §1692 et seq., you must honor my request.

Under the Fair Debt Collection Practices Act, once I have asked you to stop contacting me, you may only communicate with me to (1) advise that you are ending your efforts, (2) notify me that you may invoke specified remedies that you normally invoke or (3) where applicable, to notify me that you intend to invoke a specified remedy.

Please provide me with:

- Verification of any debt relating to my account;
- Name and address of original creditor and current creditor;
- Confirmation that you will treat any such debt and the accuracy of the items in the files relating to me as disputed; and
- Forms and assistance I can use to dispute the accuracy of such items.

Until advised otherwise, you should assume I am disputing this debt.

Thank you for your cooperation.

Sincerely,

(your name, signature, and address)

Sample Letter #5 – Use this to respond to a Housing Authority’s decision to stop your housing assistance.

(date)

(Housing Authority’s name and mailing address)

RE: Request for Grievance Hearing

To Whom It May Concern:

I received your notice dated _____ saying you will no longer provide me housing assistance because my former landlord says I owe money. I dispute that I owe any money to my former landlord.

Further, I do not agree that my housing assistance should stop. **I am requesting a grievance hearing within 10 days of receiving your notice.** Please notify me of the date, time, and place for the grievance hearing. I would like an opportunity to review my file at your office before the grievance hearing.

Sincerely,

(your name, signature, and address)

Sample Court Statement for Not Receiving Anything

Your Honor, on November 3, 2016, I rented an apartment from defendant Joe Landlord. I gave him a \$300 deposit. Here are copies of my lease, the written check-in list we signed, and my deposit receipt. On March 1, 2018, I sent the landlord notice that I was moving and gave him a forwarding address. Here are copies of my letter and the envelope. On March 31, 2018, I moved. I waited 21 days. When I didn't get my deposit back or an itemized statement, I sent my landlord a demand letter. Here is a copy of my letter and the receipt showing he received it. My landlord still has not returned my deposit, so I filed this lawsuit. Here is a copy of the Sheriff's affidavit showing he served my landlord with my claim more than five days before trial. Under RCW 59.18.280, I feel I am entitled to double the amount of my deposit because my landlord intentionally failed to refund my deposit or provide me with an itemized statement. I also feel I should receive my \$10 filing fee and the \$25 fee the sheriff charged me to serve Mr. Landlord. I'd be glad to answer any questions you have.

Sample Court Statement for Pre-existing Damages and Excessive Charges

Your Honor, on November 3, 2015, I rented an apartment from defendant Joe Landlord, and gave him a \$300 deposit. Here are copies of my lease, the written check-in list we signed, and my deposit receipt. On March 1, 2018, I sent my landlord notice that I was moving and gave him a forwarding address. Here are copies of my letter and the envelope. On March 31, 2018, I moved. A few days later, my landlord sent me a statement that I would not get any of my deposit back. Here is a copy of the statement. The landlord is charging me for a broken window and replacement of the screen door. I'm not responsible for the broken window. As my neighbor George Goodbody can explain, a stranger broke the window. Here is a copy of the report I filed with the police. I also feel the landlord is charging me too much money to repair the screen door my son damaged. Here are two written estimates I got from building repair stores stating they would repair the door for far less. Also, the landlord is trying to charge me for cleaning the apartment, but you can see from the attached photos that I cleaned the apartment thoroughly before I left. When I got the statement from my landlord, I sent him a demand letter explaining my position. A copy of that letter and the return receipt showing that he received it are attached. He ignored my letter, so I filed this lawsuit. I feel I am entitled to \$250 of my \$300 deposit. I should also get my filing fee and service costs.

GUIDE TO DAMAGES AND NORMAL WEAR AND TEAR

Normal wear and tear can be confusing for many. Normal wear and tear is essentially the deterioration of an item that occurs under normal conditions.

Damage occurs from accidents or unreasonable use. Even intentional alterations to the premises can be considered damage.

Rented premises should be returned to a Landlord in the same condition it was given to the Tenant minus normal wear and tear.

NOTE: Damages caused by things beyond tenant's control (such as building fires, break-ins or natural disasters) may or may not be tenant's responsibility. This list is not intended to determine fault, but just to distinguish between normal wear and tear and more extensive damage.

Examples:

Normal Wear and Tear	Damages
Worn or loose hinges on doors or locks.	Doors with holes. Windows or doors broken. Damage to door or doorframe from forced entry.
A few small tack or nail holes, minor marks on or nicks in wall.	Large or substantial holes or dents in wall.
Scuffed up wood floors.	Badly scratched or gouged wood floors.
Loose or inoperable faucet or door handles.	Broken or missing faucet or door handles.
Toilet runs or wobbles.	Broken toilet seat or tank top.
Faded, cracked or chipped paint.	Crayon marks, writing on walls, unapproved paint color or excessive dirt requiring more than one coat to cover.
Loose wallpaper.	Ripped, torn or marked up wallpaper.
Carpeting/curtains showing average wear or fading by sun.	Torn, stained or burned carpeting/curtains.
A rug worn thin by ordinary use.	Stains and odors in rug caused by pets, spills or leaks.
Vinyl flooring worn thin.	Vinyl flooring with tears, holes or burn marks.
Stains on old porcelain fixtures that have lost their protective coating.	Grime-coated bathtub and toilet.
Bathroom mirror beginning to "desilver".	Mirrors broken, missing or caked with grime.
Worn gaskets on refrigerator.	Broken refrigerator shelves, trays, bins or bars.
Worn countertop.	Burns or cuts in countertop.
Cabinet doors that will not close.	Greasy, sticky or broken cabinets and interiors.
Closet door off track.	Damaged or missing closet door.
Dusty blinds.	Missing, broken or bent slats on blinds.
	Broken windows or torn or missing screens.
Food odors or smoke, that dissipate over a few hours.	Smoke damage to paint from smoking or burning candles.
	Lost keys.

After determining if an item requires replacement due to Tenant's abuse or neglect (not normal wear and tear), to calculate Tenant's responsibility, a Landlord must know: (a) actual cost to replace the item, (b) how long an item would be expected to be useful before it wears out (its "useful life"), (c) current age of the item, and (d) its remaining useful life. Landlord may only charge Tenant for the remaining useful life of the item.

Example:

Cost of new dishwasher: \$400

Useful life of dishwasher: 10 years

Age of dishwasher at the end of tenancy: 4 years

Remaining useful life: 6 years (10 yrs less 4 yrs)

Tenant Responsibility: $\$400 \times .60 = \240