

**Sample Letter #1 -if you have *not* heard from your former landlord after 21 days of when you moved out.**

**信件範本#1 - 用於搬離 21 天後沒有收到前房東任何信件時。**

\_\_\_\_\_  
[date] [日期]

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
[landlord's name and mailing address] [房東姓名及通訊地址]

RE: Request for Return of Deposit; Certified Mail # \_\_\_\_\_

主旨：保證金退還請求；掛號信# \_\_\_\_\_

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

親愛的\_\_\_\_：

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.

我已於\_\_\_\_\_ [日期]搬離我租住的位於\_\_\_\_\_ [租住房屋的地址] 的住所。在入住時，我支付了\_\_\_\_\_ [保證金類型]，金額為\_\_\_\_\_ [保證金金額]美元。現在，我已搬離超過 21 天了。我沒有收到您退還的保證金，也沒有收到您的任何聲明。

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].

「華盛頓州住宅房東-租客法」規定，如果您未在 21 天內寄送任何聲明，我將有權全額取回保證金。若您故意不退還保證金或不寄送任何聲明，我可以請求法庭裁定您給予我雙倍的保證金作為補償。若在一週內沒有收到全額保證金，我可能會提起訴訟以拿回保證金。如果有必要這麼

做，在我勝訴之後，您可能必須支付訴訟費和律師費。您可以將全部保證金寄至：  
\_\_\_\_\_ [地址]。

Sincerely  
順致敬意，

\_\_\_\_\_

[*your name and signature*]

[您的姓名和簽名]

**Sample Letter #2 -to dispute that your security deposit is being kept or that you owe your former landlord money.**

**信件範本#2 - 用於房東扣留保證金或您欠前房東錢時進行申辯。**

\_\_\_\_\_  
[date] [日期]

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
[landlord's name and mailing address]

[房東姓名及通訊地址]

RE: Alleged Damages/Charges; Certified Mail # \_\_\_\_\_

主旨：指控的損害賠償金/收費；掛號信# \_\_\_\_\_

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

親愛的\_\_\_\_\_：

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

您於\_\_\_\_\_（日期）的來信已經收悉，您在信中說我欠您\_\_\_\_\_美元的損害賠償金或其他費用。

**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.

**我對這些損害賠償金存有異議。**「住宅房東-租客法」規定，對於正常磨損、第三方造成的損壞、入住時存在的損壞或不合理的收費等，租客不需承擔任何責任。

[Check all that apply, give an explanation, and attach evidence]

[請勾選所有適用項，給予解釋並附上證據]

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

我不對以下指控的「損害賠償」負責，因為並沒有損壞；只有正常的磨損：

\_\_\_\_\_  
\_\_\_\_\_。

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

我不對以下指控的「損害賠償」負責，因為這些損害不是由我、我的家人或我的客人造成的：

\_\_\_\_\_  
\_\_\_\_\_。

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

我不對以下指控的「損害賠償」負責負責，因為我入住時就是這樣的狀況，所以我沒有造成任何損害：

\_\_\_\_\_。

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

我不對以下費用負責，因為這些費用不合理：

\_\_\_\_\_。

- 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.

您不能因任何指控的損害而向我收費，因為我剛入住時，您沒有和我一起完成入住檢查報告。按照法律規定，這是您必須做的。既然您沒有做，您就不能因任何指控的損害賠償而向我收費。

- 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.

您在我搬離後 21 天內未就指控的損害賠償和維修費用提供「完整且具體的陳述」，而僅提供了維修費用的估算金額。根據名為「*Goodeill v. Madison Real Estate*」的法庭案例，這些估算金額不太合理。您未遵守法律規定。

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

我同意我對以下費用負責：

\_\_\_\_\_。

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.

請立即將\_\_\_\_\_美元寄至本人以下地址：\_\_\_\_\_。同時，請一併寄送您所持有的(1)所有指控的損害賠償和費用，以及(2)您實際支付的維修費用的全部證據的副本。

Sincerely,

順致敬意，

\_\_\_\_\_

[your name and signature]

[您的姓名和簽名]

**Sample Letter #3 -to respond to a collection agency.**

**信件範本#3 - 用於回覆收債機構。**

\_\_\_\_\_  
[date] [日期]

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
[collection agency's name and mailing address]

[收債機構名稱及通訊地址]

RE: Account # \_\_\_\_\_; Certified Mail # \_\_\_\_\_

主旨：賬戶# \_\_\_\_\_；掛號信# \_\_\_\_\_

To Whom It May Concern:

敬啟者：

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.

特此寫信給貴方，請求貴方停止就我的賬戶事宜而聯絡我。根據美國法典第 15 卷「公平債務催收法」第§1692 條及以下條款，您必須尊重我的請求。

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.

根據「公平債務催收法」，一旦我請求貴方停止聯絡我，則貴方僅可為以下目的而聯絡我：(1)告知我貴方擬結束相關工作；(2)通知我貴方可援用貴方通常援用的指定救濟措施；或(3)在適用的情況下，通知我貴方有意援用指定的救濟措施。

Please provide me with:

請向我提供：

- Verification of any debt relating to my account;  
與本人賬戶相關的債務的核實記錄；
- Name and address of original creditor and current creditor;  
原債權人和現債權人的姓名及地址；
- Confirmation that you will treat any such debt and the accuracy of the items in the files relating to me as disputed; and  
您將任何此類債務及與我有關的文件中的各項收費之準確性視為有異議的確認；以及

- Forms and assistance I can use to dispute the accuracy of such items.  
我在懷疑這些收費的準確性時可以使用的表格及協助。

Until advised otherwise, you should assume I am disputing this debt.  
除非另行告知，否則貴方應假定我將對此債務提出申辯。

Thank you for your cooperation.  
謝謝您的配合。

Sincerely,  
順致敬意，

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

[*your name, signature, and address*]

[您的姓名、簽名及地址]

**Sample Letter #4 -to respond to a Housing Authority's decision to stop your housing assistance.**

**信件範本#4 - 用於回覆住房管理局對您停止住房援助的決定。**

\_\_\_\_\_  
[date] [日期]

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
[Housing Authority's name and mailing address]

[住房管理局的名稱及通訊地址]

RE: Request for Grievance Hearing

主旨：申訴聽證會申請

To Whom It May Concern:

敬啟者：

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.

我收到了貴局\_\_\_\_\_（日期）的通知，通知稱將不再向我提供住房援助，因為我的前房東說我欠錢。對於欠房東錢這件事，我存有異議。

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.

此外，我不同意貴局應當停止我的住房援助。**本人請求貴局在本人收到通知後的 10 天內舉行申訴聽證會。**請通知我舉行申訴聽證會的日期、時間及地點。我希望在申訴聽證會之前有機會在貴局辦公室閱我的檔案。

Sincerely,

順致敬意，

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
[your name, signature, and address]

[您的姓名、簽名及地址]

## **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.

## **未收到任何資訊時的法庭陳述範本**

法官大人，本人于 2016 年 11 月 3 日向被告——房東 Joe 租了一間公寓。我給了他 300 美元的保證金。這些是我的租約副本、我們簽署的書面入住物品清單以及保證金收據。2018 年 3 月 1 日，我通知房東說自己即將搬走，並給了他郵寄地址。這些是我的信件和信封的副本。2018 年 3 月 31 日，我搬走了。我等了 21 天，我沒有收到保證金或費用詳細清單，於是我給房東寄了一封請求信。這是這封信的副本和證明他已收到信件的回執。我的房東至今仍未退還保證金，所以我提起了本次訴訟。這是治安官誓證的副本，證明他已在庭審前五天已將我的訴狀送達給房東。根據《修訂版華盛頓法典》第 59.18.280 條規定，我覺得我有權獲得雙倍於保證金金額的補償，因為我的房東是故意不退還保證金或故意不向我提供詳細清單的。此外，我還認為我應當收回 10 美元的訴訟提起費，以及治安官因向房東先生送達訴狀而向我收取的 25 美元。如您有任何問題，我很樂意解答。

## 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.

### 針對先前已有的損壞及過度收費的法庭陳述範本

法官大人，本人于 2015 年 11 月 3 日向被告——房東 Joe 租了一間公寓，並給了他 300 美元的保證金。這些是我的租約副本、我們簽署的書面入住物品清單以及保證金收據。2018 年 3 月 1 日，我通知房東說自己即將搬走，並給了他郵寄地址。這些是我的信件和信封的副本。2018 年 3 月 31 日，我搬走了。幾天後，我的房東給我寄來了一份聲明，說不會把保證金退給我。這是該聲明的副本。房東擬因窗戶破損和更換紗門而向我收費。窗戶破損不是我的責任，是一個陌生人打破了窗戶，我的鄰居 George Goodbody 可以解釋這一點。這是我向警方提交的報告的副本。另外，我的兒子弄壞了紗門，但我覺得房東向我收取的修理費太高了。以下是我從建築維修店獲得的兩份書面估算，證明他們的修理費遠低於此。同時，房東正試圖向我收取公寓清潔費，但您可以從隨附的照片上看出，我在搬離之前是對公寓做過徹底清潔的。收到房東的聲明時，我給他寄了一封請求信，說明了我的立場。附上該信件的副本、以及證明他已收到該信件的回執。房東對我的信置之不理，所以我提起了本次訴訟。我覺得我有權得到 300 美元保證金中的 250 美元，我還應當收回訴訟提起費和送達費。