Getting Your Deposit Back

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This publication provides general information concerning your rights and responsibilities. It is not intended as a substitute for specific legal advice.
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Section 1: Introduction

A. Should I use this?

Yes, if you are a tenant.

B. Who should not use this?

Do not use this information if any of these is true:

- You live in a mobile home community where you own the home.
- You live in employer-provided housing.
- You have a commercial lease. This means you rent space for your business, not a space to live.

Section 2: Protect Yourself

To increase the chances of getting your deposit back, take these steps before you move into a rental, while you live in a rental, and before you move out of a rental:

After you sign a lease and before you move your belongings in:

☐ Take detailed photos and videos of the rental before you move in. For example, take photos and video of the inside and outside of the refrigerator, microwave, drawers, closets, carpets, walls, stove drip pans, and window blinds. Keep the photos and videos in a safe place or make digital copies.

☐ Do a walk-through inspection of the rental with your landlord. Write down any existing problems or damage, even if they seem small. Keep a copy of the walk-through report for your records. If the walk-through report has check boxes, make certain each box is accurately checked. For example:
**MOVE-IN CHECKLIST**

OK = Clean and in good repair  
C = Needs to be Cleaned  
R = Needs to be Repaired or Replaced

<table>
<thead>
<tr>
<th></th>
<th>OK</th>
<th>C</th>
<th>R</th>
<th>Comment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Living Room</td>
<td></td>
<td>X</td>
<td></td>
<td>Need to shampoo carpet. Carpet 3 years old. Some dirt marks near front door.</td>
</tr>
<tr>
<td>Bathroom</td>
<td></td>
<td></td>
<td>X</td>
<td>Leak under sink. Replace toilet seat.</td>
</tr>
</tbody>
</table>

☐ Make sure your lease correctly states how much you paid for deposits.

☐ Keep in a safe place receipts to prove what amounts you paid for deposits.

**While you live in the rental:**

☐ Keep the rental clean to avoid causing damage.

☐ If any repairs are needed, ask your landlord to make them right away. Keep a written record of what repairs you asked for, when you asked for them, and what the landlord did or did not do. For help understanding your repair remedies, read Tenants: If You Need Repairs.

**Before moving out:**

☐ If you decide to move when your rental period expires, give your landlord proper written move-out notice and move out on time. If your landlord asks you to move when your rental period expires, move out on time. See sample letter #1 at the end of this packet.

☐ Make sure to give your landlord your new mailing address so the landlord will know where to send the deposit.

☐ Clean the rental thoroughly, including floors, walls, carpets, surfaces, windows and mirrors, light fixtures, and the inside and outside of appliances.

☐ Take all personal belongings and trash with you when you move. Do not leave furniture in the unit or anywhere on the property.
Just like when you moved in, take detailed photos and videos of the rental before you leave. Keep these in a safe place or make digital copies.

Do a walk-through inspection of the rental with your landlord. Compare the condition of the rental at the time you are moving out to its condition at the time you moved in. Make sure any notes about damages are accurate. If you do not agree with an alleged damage, write that on the report. Keep a copy of the report for your records.

If your landlord refuses to do a walk-through with you, ask the landlord again by email to schedule a walk-through. If the landlord still refuses, do your own walk-through with a friend. Write down details about the condition of the rental. Sign and date the report. Keep it for your records.

Return to the landlord all garage door openers, parking passes, and keys.

Give your landlord your forwarding address so the landlord knows where to mail your deposit. If possible, give this information to your landlord by email or another way you can prove.

Section 3: What does the law say about deposits and damage?

The law, the Washington Residential Landlord-Tenant Act, says when and how a landlord can keep your deposit and charge you for damages.

http://app.leg.wa.gov/RCW/default.aspx?cite=59.18

A. What types of damage can a landlord charge me for?

A landlord can charge you for:

- Damage beyond normal wear and tear caused by you, your family, or your guests. **Examples:** a visiting friend kicks a hole in the wall. The landlord can charge you to repair the wall. If you notice a leak in the cabinet under the sink and do not ask for repairs right away, the landlord can charge you for any damage caused by your failure to report the problem and request repairs. If you have a pet that stains the carpet, the landlord can charge you for cleaning or carpet replacement. If you rip the curtains, the landlord can charge you to replace them. If your child writes on a wall, the landlord can charge you to clean or repaint it.

A landlord **cannot** charge you for:

- Damages present when you moved in. **Example:** one burner on the stove does not work when you move in. The landlord never fixes it. The landlord cannot charge you to repair that burner when you move out.
• Damages caused by a vandal or someone besides you, your family or your guests. **Example:** a stranger breaks a window in your rental unit. The landlord cannot charge you to fix the window. If something like this happens, inform your landlord at the time of any such damage in writing, if possible. Keep a copy of your written record to the landlord. You can also make a police report and keep it for your records.

• Wear and tear caused by the ordinary use of the rental. **Example:** your rental has carpet. Over time the carpet will wear down even though you take care of it and keep it clean. The landlord cannot charge you for this type of normal wear and tear. If there is damage beyond normal wear and tear, such as your dog chews up the carpet, or you stain it, the landlord can only charge you to restore the carpet to its similar condition before the damage occurred. The landlord cannot replace the worn carpet with hardwood floors and charge you for the full cost of the better materials. Also, the landlord can only charge you for the actual loss based on the age of the carpet. Carpets are only expected to last seven to eight years. If the carpet you damaged was ten years old, the landlord should not charge you anything to replace it. It was time to replace it anyway. For more about “normal wear and tear”, see the attached *Guide to Damages and Normal Wear and Tear* at the end of this packet.

• Items not listed in the lease. For example, a landlord cannot make you pay a late fee for paying rent late unless your lease says when a late fee is due and how much it will be.

**B. When does my landlord have to tell me about damages or return my deposit?**

The landlord has 21 days after you actually move out to either:

• Refund your entire deposit, or

• Give you an itemized letter or bill saying why the landlord is keeping some or all of the deposit.

An itemized letter or bill is a “full and specific statement” that says in detail why the landlord is keeping some or all of your security deposit, or why the landlord believes you owe money. It must list the repair being made and tell you how much that repair is costing the landlord. If the letter or bill gives estimates of repair costs, but not actual repair costs, the landlord failed to notify you correctly under the law even if the landlord provided you those estimates within 21 days. The court case that says estimates are not good enough is *Goodeill v. Madison Real Estate*, 191 Wash.App. 88 (2015).

Your landlord must give you the itemized statement in person OR mail it to your last known address by the 21st day after you move out. If you did not give your landlord a
forwarding address, the landlord should mail it to the place you just moved from. Have the post office forward your mail.

C. What if my landlord doesn’t return my deposit or mail an itemized statement within 21 days after I moved out?

You can ask a court to award you twice the amount of your deposit if your landlord did not meet the 21-day deadline. If the landlord only provided estimates of repair costs within 21 days, that is not good enough under Goodeill v. Madison Real Estate, 191 Wash.App. 88 (2015). If your landlord did not comply with this part of the law, your landlord cannot counterclaim or ask for damages if you sue the landlord to get your deposit back. There is an exception if the landlord can prove that circumstances beyond her control kept her from meeting the deadline. Even if the landlord cannot prove this, she could start her own lawsuit against you if she says you owe her money.

Example: John paid a $300 damage deposit when he moved into an apartment owned and managed by Sally. He moved out on June 30 after giving Sally proper written notice that he planned to move out June 30. Before moving out, John emailed Sally his new address. Sally did not return the $300 damage deposit or mail an itemized statement by July 21 explaining why she was keeping the deposit.

John could sue Sally in small claims court to get his $300 back. He could ask the judge to award him twice the amount of his deposit, or $600, since Sally intentionally did not follow the law. If Sally cannot prove circumstances beyond her control kept her from taking action by July 21, Sally cannot raise any claims or defenses in the lawsuit that John started. However, if Sally thinks John owes her money for anything, such as damages to the rental, unpaid rent, and so on, Sally could start her own lawsuit against John.

D. Are there different types of deposits?

Yes. The law is specific about how the landlord can use them:

- **Damage deposit** – the landlord can use this to repair damage done to the rental by you or your guests. The landlord **cannot** use it for things like nonpayment of rent.

- **Security deposit** - the landlord can use this to pay for losses from your lease violations such as not paying rent. The lease must state when the landlord can keep a security deposit. If the lease says so, the landlord can use this for damages to the rental by you or your guests.

- **Non-refundable Pet Deposit or other Non-refundable Deposit** - landlords often require certain “non-refundable” deposits. The landlord should credit all funds from any non-refundable deposit towards any amount paid by the landlord. For example,
if you pay a $200 non-refundable cleaning fee, the landlord cannot charge you for normal cleaning.

- **Cleaning fee** - the landlord can use this to pay for cleaning the rental after you move out. Some landlords collect a nonrefundable cleaning fee. This means no matter how clean you leave the rental, the landlord keeps the fee.

- **Last month’s rent paid in advance** – this is not really a deposit. It is payment in advance of the rent for your last month at the rental. The landlord can only use it for that month’s rent. She cannot keep it for other charges such as damages or cleaning. The landlord must refund this amount if you already paid rent for the last month and are moving out at the landlord’s request, or after giving proper notice.

- **Application Fee** – you might pay this fee to apply for a rental. If the landlord does not approve your application or you decide not to move in, this fee is not refundable.

- **Holding Fee** – you might pay this to reserve a rental for you until you can move in. If you move in, the landlord must apply this fee towards your security deposit or first month’s rent. If you do not move in, usually the landlord keeps this fee. However, if you pay a holding fee and then the rental fails a Housing Authority inspection, the landlord cannot keep the holding fee and does not have to reserve the rental for you.

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If the lease does not say if money you paid as a deposit or fee is nonrefundable, it is a **refundable** deposit.

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**E. My landlord went through foreclosure. Can I get my deposits back?**

Yes. A foreclosed-upon landlord should have given the new owner your deposits. The new owner must follow the law regarding deposits.

If the foreclosed-upon landlord did not give your deposits to the new owner, you can sue the foreclosed-upon landlord and ask for up to twice the amount of your deposit, plus attorney’s fees.

**Section 4: What might happen after I move out? What should I do?**

If your landlord says you owe money, he might keep some or all of your deposits, send the debt to a collection agency, or report the debt to a Housing Authority. Each of these can have serious consequences. Other landlords might not rent to you if they think you caused
damage in another rental or owe a former landlord money. Reports that you owe money could hurt your record score. If you have housing assistance from a Housing Authority, such as Section 8, the Housing Authority might decide to stop your assistance.

A. What if I move out and do not hear from my landlord at all after 21 days?

First, write the landlord to ask for the return of your deposit. You should say the type of deposit and how much it was. You should say the date you moved out and returned the keys, and that you have not heard from the landlord at all within 21 days. You should ask the landlord to return your deposit immediately. You should give the address where you want the deposit sent.

Mail this letter to your landlord by certified mail, return receipt requested. Keep a copy of the letter and the certified mail receipt for your records.

- You can use sample letter # 2 at the end of this packet.

B. What if my landlord sends a letter within 21 days saying she is keeping some or all of my deposit, or that I owe her money?

Read the letter carefully. See why the landlord says she is keeping your deposit or that you owe money.

If you disagree with any of the charges, you should write a dispute letter. It should explain in detail why you disagree with some or all charges. You should attach any proof you have. Here are some examples of things you might dispute:

- Your former landlord is charging you for the last month’s rent. You paid for that when you moved in. Your letter should remind the landlord that you paid for the last month’s rent when you moved in. You should attach a copy of the lease.

- Your former landlord is charging you for repainting walls. The walls were clean when you moved out. Your letter should explain this. Attach all your evidence – photos, videos, a move-out report, and so on.

- Your former landlord is charging you to install new carpet. You took good care of the carpet while you lived in the rental. The carpet was getting old. The landlord should not charge you. Your letter should explain that the carpet was approaching the end of its useful life, and there was no damage, just ordinary wear and tear. Attach all your evidence – photos, videos, a move-out report, and so on.

- Your former landlord is charging you to replace a window. Someone other than you, your family or your guests broke the window. Your letter should explain that you were not responsible for that person’s behavior and you cannot be charged. If you
reported the broken window to the police, explain this. Attach a copy of the police report.

- Your former landlord is charging you to replace blinds in one bedroom. You admit you damaged them, but you think the landlord is charging too much. Your letter should ask for proof of how much the landlord actually paid for the labor and parts to replace the blinds.

- Your former landlord says she is keeping your deposit and you owe money. The landlord only included estimates of what repairs would cost instead of actual costs the landlord paid for those repairs. You should respond to the landlord in writing that under the court case called Goodeill v. Madison Real Estate, providing estimates of repair costs within 21 days of when you moved out is not good enough. Ask the landlord to return your deposit in full. Say that if you have to go to court, you can ask the court to award you twice the amount of the deposit because the landlord only provided repair cost estimates.

In any of these situations, your letter should ask the landlord to immediately return your deposit or portion you think you should get back. Give the address where you want the deposit sent. Mail this letter to your landlord by certified mail, return receipt requested. Keep a copy of the letter, evidence, and the certified mail receipt for your records.

- You can use sample letter # 3 at the end of this packet.

C. What if my landlord ignores my letter?

Keep in a safe place copies of all correspondence between you and the landlord. You should also keep copies of all your evidence, such as photos, videos, move-in report, move-out report, and so on. These will be important if you decide to sue your former landlord or you are sued.

D. What if I get a letter from a collection agency saying I owe my former landlord money?

You should respond immediately to the first letter from the collection agency. The collection agency should receive your letter within 30 days of when you received their first letter.

You should dispute the debt if you do not think you owe the money. You should ask for verification of the debt. If you have proof you do not owe the debt, attach it.

Make sure you send this letter by certified mail, return receipt requested. Keep a copy of the letter, evidence, and the certified mail receipt for your records.
E. I receive rental assistance from a Housing Authority. The Housing Authority says they will no longer help me because a former landlord says I owe money. What should I do?

You should send the Housing Authority a letter right away. The Housing Authority should receive your letter within ten days of when you received the letter from the Housing Authority. Your letter should explain your side of the story. Attach any evidence you have, including a copy of any dispute letter you sent your former landlord. You should also ask the Housing Authority for a grievance hearing about this issue.

You should hand deliver this letter to the Housing Authority. Keep a copy of it for your records. When you are at the Housing Authority office, handing them your letter, ask them to stamp your copy of the letter with that day’s date. Then you can prove when you gave them the letter.

F. What if I receive court paperwork saying I am being sued?

Do not ignore this. Even if you do not think you owe the money, and even if the court paperwork does not have a case number, you must file and serve a written response. If you do not file and serve a written response by the deadline listed in the court paperwork, your former landlord or the collection agency will automatically win the case. If the person suing you wins the case, the court will enter a judgment (court order) against you and some of your income or resources could be taken.

If you have a Section 8 voucher, and your former landlord sued you over damages and won, the Department of Commerce might be able to help you pay what you owe. More info here: http://www.commerce.wa.gov/building-infrastructure/housing/landlord-mitigation-program/.

For help responding to a lawsuit, see the sample court statements at the end of this packet and read How do I Answer a Lawsuit for Debt Collection.
G. What if I want to sue my former landlord to get my deposit back?

If the amount you are seeking is less than $5,000, you can sue in small claims court. Read How do I Sue in Small Claims Court.

If you decide to sue, you must name the owner and/or manager or person to whom you paid rent as the “defendant.” If you cannot find out who owns the place, try calling a title insurance company - you can find listings online - or the county assessor’s office to ask for the name and address of the owner of the property you rented.

Before deciding to sue, talk with a lawyer to understand the risks and benefits of filing a lawsuit. You might win the case and get your deposit back. On the other hand, even though you file the case, the court might agree with your former landlord that you owe money. You could end up with a judgment (court order) entered against you. If a court enters a judgment against you, some of your income and resources could be taken.

H. My former landlord says I owe money. No lawsuit has been filed. What if potential landlords deny my rental application because of this?

Be up-front with potential landlords. Tell them your former landlord will say you owe money. Explain your side of the story. Show the potential landlord the photos and video you took of your last rental when you moved out to show it was in good shape. If you can, offer to pay the potential landlord an extra deposit. This might make the potential landlord feel more comfortable renting to you.

Section 5: What if I need legal help?

- Apply online with CLEAR*Online - https://nwjustice.org/get-legal-help or
- Call CLEAR at 1-888-201-1014

CLEAR is Washington’s toll-free, centralized intake, advice and referral service for low-income people seeking free legal assistance with civil legal problems.

- Outside King County: Call 1-888-201-1014 weekdays 9:15 a.m. - 12:15 p.m.
- King County: Call 211 for info and referral to an appropriate legal services provider weekdays 8:00 am – 6:00 pm. You can also call (206) 461-3200, or toll-free 1-877-211-WASH (9274). You can also get info on legal service providers in King County at www.resourcehouse.com/win211/.
Persons 60 and Over: Seniors age 60 or over can call CLEAR*Sr at 1-888-387-7111, regardless of income. Assets limits may apply. Seniors in King County can call 2-1-1.

Deaf and hard-of-hearing callers can call 1-800-833-6384 for a free relay operator. They will then connect you with 211 or CLEAR.

CLEAR and 211 will conference in free interpreters when needed.
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:

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

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 Remaining useful life: 6 years (10 yrs less 4 yrs)
Useful life of dishwasher: 10 years Tenant Responsibility: $400 x .60 = $240
Age of dishwasher at the end of tenancy: 4 years