

# Getting Your Deposit Back



Northwest Justice Project

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## Part 1. Introduction

### Should I use this?

Yes, if you rent the place where you live in Washington State.

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- ❖ You can find all the Do It Yourself resources we link to here at [WashingtonLawHelp.org](https://www.washingtonlawhelp.org).
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### 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 housing provided by your employer.
- You rent space for your business, not a space to live.
- You pay a monthly deposit fee waiver instead of a deposit.

## Part 2. Protect your deposit before you move in

### When can the landlord make me pay a deposit?

To collect a deposit or security, your landlord must give you a written lease or rental agreement **and** a checklist or statement to sign and date when you start to rent the place to live. You can read the state law about these requirements at [RCW 59.18.260](https://www.wa.gov/rcw/default.aspx?title=59&chapter=18&section=260).

### Do I have to pay the deposit all at once?

**Maybe not.**

You can now choose to pay your deposit, nonrefundable fees, and last month's rent in a payment plan (an installment plan), instead of all at once. You can ask your landlord in writing for an installment plan. You and your landlord must sign and date a **written** installment plan. Read [Tenants can now pay most move-in costs in installments](#) to learn more.

## What else can I do before I actually pay my deposit to protect my deposit?

Here are things you can do both before and after you pay your deposit:

- Make sure your lease correctly states how much you paid for deposit(s) or security.
- Ask your landlord for a written receipt confirming payment. Do not pay with cash unless your landlord hands you a signed and dated receipt **at the same time**. This receipt can be handwritten.
- Your landlord must also tell you in writing where your deposit is held, such as the name, address, and location of the trust account. You can read the state law about this at RCW 59.18.270.
- Keep the receipt(s) in a safe place to prove what amounts you paid for deposits.

## What can I do to protect my deposit before I move in?

To increase the chances of getting your deposit back, here are things you can do before you move into a rental, while you live there, and before you move out:

- After you sign a lease, take detailed photos and videos of the place 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 place 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. If your landlord doesn't have a checklist, you can use this one, or one like it: [communityrentals.ucsc.edu/pdf/rental-condition-checklist.pdf](https://communityrentals.ucsc.edu/pdf/rental-condition-checklist.pdf).
- If your landlord refuses to do a walk-through inspection and only attaches a blank checklist to your lease, you must fill it out, sign, and date the checklist yourself.** You can attach photos as proof of any existing problems or damages you find. Make a personal copy and return the signed original checklist to your landlord right away. Your landlord must sign the

checklist and give you a copy of the final version. Keep both your copies in a safe place.

- After you settle in the first week**, if you discover things you missed on your checklist when you first moved in, **write to your landlord to update your move-in inspection checklist**. For **example**, you plugged in something to an outlet and learn that it does not work. You try the garbage disposal and find out it is broken. Ask for repairs in writing.

## Part 3. Protecting your deposit while living in the rental

What are my rights and responsibilities around the deposit while I am living in the rental?

- Keep the place clean to avoid causing damage.
- If any repairs are needed, write to your landlord to ask for repairs right away. Ask your landlord if there is an after-hours emergency maintenance number. Your lease may require you to call right away during an emergency. If you ignore the problem and things get worse, you may be responsible for damages. Keep a written record of what repairs you asked for, when you asked for them, and what your landlord did or did not do. If you submit maintenance requests through a website or app, take screenshots. Read [Tenants: If you need repairs](#) to learn more.

### My lease is about to end. What if the landlord wants a bigger deposit to let me stay?

If your landlord asks to increase the deposit when you renew your lease, the landlord must do a new inspection checklist and update your lease with this new amount.

### I am moving out soon. What can I do to try to make sure I get my deposit back?

- If you have decided to move when your lease is up, you must give your landlord proper written move-out notice. You must also move out on time.
- If the landlord has asked you to move out at the end of your lease, you must move out on time.

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❖ See **sample letter #1** at the end of this packet.

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- Clean the place thoroughly. This includes floors, walls, carpets, surfaces, windows and mirrors, light fixtures, and the inside and outside of appliances. Check your lease or rental agreement to see if you need to arrange for professional carpet cleaning.
- 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 place before you leave. Keep these in a safe place or make digital copies.
- Do a walk-through inspection of the place with your landlord. Compare the condition of the rental at the time you are moving out to its condition when 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. If your landlord takes the original and says they will make a copy for you later, you may consider taking a photo of the report first on your phone. Keep a copy of the report for your records.
- If your landlord refuses to do a walk-through with you, ask your landlord again by email to schedule a walk-through. If your 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 your landlord all garage door openers, parking passes, and keys.
- Make sure to give your landlord your new mailing address. Then your landlord will know where to send the deposit. If you can, give this information to your landlord by email or another way you can prove. Make sure you also submit a [Change of Address with U.S. Postal Service](#) so your mail is forwarded at [USPS.com/move](https://usps.com/move).

## Part 4. The law about deposits and damage

The state law, the [Washington Residential Landlord-Tenant Act](#), says when and how your landlord can keep your deposit and charge you for damages. You can read the law at [RCW 59.18](#).

### What types of damage can my landlord charge me for?

Your landlord can charge you for damage beyond normal wear from ordinary use

caused by you, your family, or your guests. Here are some **examples**:

- A visiting friend kicks a hole in the wall. Your 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, your landlord can charge you for any damage caused by your failure to report the problem and ask for repairs.
- If your pet stains the carpet, your landlord can charge you for cleaning or carpet replacement.
- If you rip the curtains, your landlord can charge you to replace them.
- If your child writes on a wall, your landlord can charge you to clean or repaint it.

## What sorts of damage can the landlord *not* charge me for?

Here are some examples:

- Damages that were there when you moved in. For **example**, one burner on the stove did not work when you move in. Your landlord never fixed it. Your landlord cannot charge you to repair that burner when you move out.
- Damages caused by a vandal or someone besides you, your roommates, immediate family, or guests. For **example**, a stranger broke a window in your rental unit. Your landlord cannot charge you to fix the window. If something like this happens, write to tell your landlord about it. If you can tell your landlord about the damage as soon as it happens, that is best. Keep a copy of your written record to your landlord. If you feel comfortable doing so, you can also make a police report and keep it for your records.
- Wear caused by the ordinary use of the rental. **Example:** Over time, the carpet in your rental will wear down even though you take care of it and keep it clean. Your landlord cannot charge you for this type of normal wear. If there is damage beyond this, such as your dog chews up the carpet, or you stain it, your landlord can only charge you to restore the carpet to its similar condition before the damage occurred. Your landlord cannot replace the worn carpet with hardwood floors and charge you for the full cost of the better materials. Also, your landlord can only charge you for the actual loss based on the age of the carpet. Carpets are only expected to last 7 to 8 years. If the carpet you

damaged was 10 years old, your landlord should not charge you to replace it. It was time to replace it anyway. For more about “normal wear,” see the attached *Guide to Damages and Normal Wear from Ordinary Use* at the end of this packet.

- Items not listed in the lease. For **example**, your landlord can only make you pay a late fee for paying rent late if your lease says when a late fee is due and how much it will be.

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

Your landlord has 30 days after you move out to refund your entire deposit or give you a written statement with documentation (receipts or invoices) showing why your landlord is keeping some or all of the deposit.

The written statement must be “full and specific” detailing why your landlord is keeping some or all your security deposit, or why your landlord believes you owe money. It must list the repair being made and tell you how much that repair is costing your landlord.

Your landlord must also send documentation showing the cost of repairs such as invoices, receipts, bills, or estimates. If your landlord sends a statement, but does not include any proof of costs, your landlord failed to notify you correctly under the law even if your landlord gave you the statement within 30 days.

Your landlord must give you the written statement and documentation in person **or** mail it to your last known address by the 30<sup>th</sup> day after you move out. If you did not give your landlord a forwarding address, your landlord should mail it to the place you just moved from. Have the post office forward your mail.

## **What if my landlord doesn’t return my deposit or mail an itemized statement within 30 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 30-day deadline. If your landlord only provided a statement within 30 days, and did not provide documentation, that is not good enough under the law.

If your landlord did not follow this part of the law, your landlord cannot counterclaim or ask for damages if you sue your landlord to get your deposit back. There is an exception if your landlord can prove that circumstances beyond their control kept them from meeting the deadline. Even if your landlord cannot prove

this, they could start their own lawsuit against you if they say you owe them money.

**Example:** John paid a \$900 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 \$900 damage deposit or mail an itemized statement with documentation by July 30 explaining why she was keeping the deposit.

John could sue Sally in small claims court to get his \$900 back. He could ask the judge to award him twice the amount of his deposit, or \$1,800, since Sally intentionally did not follow the law. If Sally cannot prove circumstances beyond her control kept her from doing something by July 30, 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.

## Are there different types of deposits?

Yes. The law says how your landlord can use them:

- **Damage deposit** – your landlord can use this only to repair damage done to the rental by you or your guests. Your landlord **cannot** use it for things like nonpayment of rent.
- **Security deposit** - your landlord can use this to pay for losses from your lease violations such as not paying rent. The lease must state when your landlord can keep a security deposit. If the lease says so, your 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. Your landlord should credit all funds from any non-refundable deposit towards any amount paid by your landlord. For example, if you pay a \$200 non-refundable cleaning fee, your landlord cannot charge you for normal cleaning.
- **Cleaning fee** - your landlord can use this to pay for cleaning the rental after you move out. Some landlords collect a nonrefundable cleaning fee. No matter how clean you leave the rental, your 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. Your landlord can only

use it for that month's rent. They cannot keep it for other charges such as damages or cleaning. Your landlord must refund this amount if you already paid rent for your last month and are moving out at your landlord's request, or after giving proper notice.

- **Application Fee** – you might pay this fee to apply for a rental. If your 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. Any holding fees or deposits cannot be more than 25 percent of your first month's rent. If you move in, your landlord must apply this fee towards your security deposit or first month's rent. If you do not move in, usually your landlord keeps this fee. However, if you pay a holding fee and then the rental fails a Housing Authority inspection, your 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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## **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 refund you the full deposit immediately after the foreclosure sale or transfer.

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. You can read the state law about this at [RCW 59.18.270](#).

## Part 5. After you've moved out: special situations

### Introduction

If your landlord says you owe money, they 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 a rental or owe a former landlord money. Reports that you owe money could hurt your credit score. If you have housing assistance from a Housing Authority, such as Section 8, the Housing Authority might decide to stop your assistance.

### What if I move out and do not hear from my landlord at all after 30 days?

First, write your landlord to ask for the return of your deposit. You should say the type and amount of deposit. You should say the date you moved out and returned the keys, and that you have not heard from your landlord at all within 30 days. You should ask your 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.

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

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### What if my landlord sends a letter within 30 days saying they are keeping some or all of my deposit, or that I owe them money?

Read it carefully. 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 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. Your

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. 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 your landlord is charging too much. Your letter should ask for proof of how much your landlord actually paid for their labor and parts to replace the blinds.
- Your former landlord says they are keeping your deposit and you owe money. Your landlord only guessed at what repairs would cost instead of giving you a written estimate or proof of what your landlord actually paid for those repairs. You should respond to your landlord in writing that the law requires they send you written proof of the cost of repairs such as invoices, receipts, bills, or estimates. Ask your landlord to return your deposit in full. Say that if you must go to court, you can ask the judge to award you twice the amount of the deposit because your landlord only provided repair cost estimates.

In any of these situations, your letter should ask your 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.

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

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## What if my landlord ignores my letter?

You should keep, in a safe place, copies of all correspondence between you and your 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.

## What if I get a letter from a collection agency saying I owe my

## former landlord money?

If the collection agency contacts you first by phone, they must follow up with a written notice within 5 days.

When the agency sends you the written notice, you should respond immediately. The collection agency should get your letter within 30 days of when you received their first letter. Keep records of all your communications with the collection agency.

You should respond to the collection agency in writing to dispute the debt if you do not think you owe the money. You should ask for verification of the debt. If you have proof that you do not owe the debt, attach it.

You should send this letter by certified mail, return receipt requested. Keep a copy of the letter, evidence, and the certified mail receipt for your records.

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❖ You can use **sample letter # 4** at the end of this packet.

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## I get rental assistance from the Housing Authority. They now say 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 get your letter within **10 days** of when you got the letter from them. 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 or send a copy of it by certified mail. Keep a copy of the letter for your records.

If you decide to hand deliver the letter, 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.

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❖ You can use **sample letter # 5** at the end of this packet.

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## What if I get 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 by the deadline listed in the court paperwork.

If you do not, 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 court order called a judgment against you and some of your income or resources could be taken.

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](#) to learn more.

### **My former landlord sued me over damages and won. I have a Section 8 voucher and will have a hard time paying the landlord what I owe. Can I get help?**

The [Department of Commerce](#) might be able to help you pay what you owe. Read more here: <https://bit.ly/3lzSzm0>.

### **My former landlord says I owe money. No lawsuit has been filed. What if potential landlords turn down 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.

### **What if I want to sue my former landlord to get my deposit back?**

If you are seeking less than \$10,000, you can sue in small claims court. Read [How do I sue in Small Claims Court](#) to learn more.

If you decide to sue, you must file your lawsuit **within 3 years of moving out**. A court case called *Silver v. Rudeen Mgt. Co., Inc.* 484 P.3d 1251, 1254 (Wash. 2021) says you have a time limit of 3 years to sue under RCW 4.16.080(2).

You must name the owner **and/or** manager or person to whom you paid rent as the “defendant” in your lawsuit. 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. 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.

## Part 6. Get Legal Help

- **Apply online:** [nwjustice.org/apply-online](https://nwjustice.org/apply-online)
- **Facing Eviction?** Call 1-855-657-8387
- **Facing Foreclosure?** Call 1-800-606-4819
- **Facing a legal issue in King County** (other than Eviction or Foreclosure)? Call 211 (or toll-free 1-877-211-9274) weekdays 8:00 am to 6:00 pm. They will refer you to a legal aid provider.
- **Facing a legal issue outside of King County** (other than Eviction or Foreclosure)? Call the CLEAR Hotline at 1-888-201-1014 weekdays between 9:15 am and 12:15 pm or apply online at [nwjustice.org/apply-online](https://nwjustice.org/apply-online).
- **Seniors (age 60 and over)** with a legal issue outside of King County can also call CLEAR\*Sr at 1-888-387-7111

**Deaf, hard of hearing or speech impaired callers** can call any of these numbers using the relay service of your choice.

Interpreters provided.

**Sample Letter #1 – Use this to tell your landlord that you plan to move at the end of your rental period.**

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Landlord's Name)

\_\_\_\_\_  
(Landlord's Street address)

\_\_\_\_\_  
(City, state and zip)

Re: Notice of Intent to Move Out; Certified Mail # \_\_\_\_\_

To \_\_\_\_\_:

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,

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print name)

\_\_\_\_\_  
(Phone number / Email - optional)

**Sample Letter #2 – Use this letter if you have not heard from your former landlord after 30 days of when you moved out.**

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Landlord's Name)

\_\_\_\_\_  
(Landlord's Street address)

\_\_\_\_\_  
(City, state and zip)

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

To \_\_\_\_\_:

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 30 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 30 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. RCW 59.18.280(2). 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)*: \_\_\_\_\_.

Thank you for your cooperation.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print name)

\_\_\_\_\_  
(Phone number / Email - optional)

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

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Landlord's Name)

\_\_\_\_\_  
(Landlord's Street address)

\_\_\_\_\_  
(City, state and zip)

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

To \_\_\_\_\_:

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 from ordinary use, damage(s) caused by third parties, damage(s) 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 from ordinary use:

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

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

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

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

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- I cannot be charged for any alleged damage because you did not do a written checklist of conditions when I first moved in that described the condition of the rental. The law requires you to do this. Since you did not, you cannot charge me for any alleged damages.

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- You did not provide a “full and specific statement” of alleged damages and documentation of repair costs within 30 days of when I moved out. The law requires you to do this. Since you did not, you cannot charge me for any alleged damages.

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

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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.

Thank you for your cooperation.

\_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
*(Print name)*

\_\_\_\_\_  
*(Phone number / Email - optional)*

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

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*(Date)*

---

*(Collection Agency Name)*

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*(Collection Agency Street address)*

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*(City, state and zip)*

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.

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*(Signature)*

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*(Print name)*

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

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Housing Authority Name)

\_\_\_\_\_  
(Street address)

\_\_\_\_\_  
(City, state and zip)

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,

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print name)

\_\_\_\_\_  
(Mailing Address)

\_\_\_\_\_  
(Phone number / Email - optional)

### **Sample Court Statement for Not Receiving Anything**

Your Honor, on November 3, 2020, 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, 2022, 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, 2022, I moved. I waited 30 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, 2020, I rented an apartment from defendant Joe Landlord, and gave him a \$1,000 deposit. Here are copies of my lease, the written check-in list we signed, and my deposit receipt. On March 1, 2022, 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, 2022, 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 Ned Neighborly 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 \$900 of my \$1,000 deposit. I should also get my filing fee and service costs

## Guide to Damages and Normal Wear from Ordinary Use

Normal wear from ordinary use can be confusing for many. Normal wear 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 from ordinary use.

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 more extensive damage.

Examples:

Normal wear from ordinary use	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 from ordinary use), 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:  $\$400 \times .60 = \$240$

Age of dishwasher at the end of tenancy: 4 years