

## Sample Letter: Request for Deposit Return

[Date]

[Landlord/Manager's Address]

Dear [Landlord/Manager's Name]:

When I moved out of your rental on [date]\_\_\_\_\_, the unit was returned to its original condition minus normal wear and tear. State law says that no tenant should be held responsible for normal wear and tear. I have not yet received my deposit nor an itemized list of deductions from the deposit, as you are required to give me by law.

The Landlord Tenant Act (RCW 59.18.280) says no deposit may be collected by a landlord unless the rental agreement is in writing and a written checklist or statement specifically describing the condition of the premises is provided by the landlord to the tenant at the commencement of the tenancy and is signed and dated by both parties. Because you collected a deposit without providing me with a written checklist at the commencement of the tenancy, you waive any rights to my deposit.

The Landlord Tenant Act (RCW 59.18.280) requires you to refund my deposit within 21 days after the day I moved out. If you fail to do this, you waive any rights to my deposit. Today's date is [date], and I have received no word from you. Therefore, I will expect my full deposit in the amount of [\$\_\_\_\_\_] by [date of your choice]. If I do not receive my deposit by [date], I have the right to ask for twice my deposit amount in small claims court.

Please mail \$\_\_\_\_\_without delay to the address below:

[Your address]

Sincerely,

[Your Name]

### [RCW 59.18.280](#)

#### **Moneys paid as deposit or security for performance by tenant. Statement and notice of basis for retention. Remedies for landlord's failure to make refund.**

Within fourteen days after the termination of the rental agreement and vacation of the premises or, if the tenant abandons the premises as defined in RCW 59.18.310, within fourteen days after the landlord learns of the abandonment, the landlord shall give a full and specific statement of the basis for retaining any of the deposit together with the payment of any refund due the tenant under the terms and conditions of the rental agreement. No portion of any deposit shall be withheld on account of wear resulting from ordinary use of the premises. The landlord complies with this section if the required statement or payment, or both, are deposited in the United States mail properly addressed with first class postage prepaid within the fourteen days.

The notice shall be delivered to the tenant personally or by mail to his last known address. If the landlord fails to give such statement together with any refund due the tenant within the time limits specified above he shall be liable to the tenant for the full amount of the deposit. The landlord is also barred in any action brought by the tenant to recover the deposit from asserting any claim or raising any defense for retaining any of the deposit unless the landlord shows that circumstances beyond the landlord's control prevented the landlord from providing the statement within the fourteen days or that the tenant abandoned the premises as defined in RCW 59.18.310. The court may in its discretion award up to two times the amount of the deposit for the intentional refusal of the landlord to give the statement or refund due. In any action brought by the tenant to recover the deposit, the prevailing party shall additionally be entitled to the cost of suit or arbitration including a reasonable attorney's fee.

Nothing in this chapter shall preclude the landlord from proceeding against, and the landlord shall have the right to proceed against a tenant to recover sums exceeding the amount of the tenant's damage or security deposit for damage to the property for which the tenant is responsible together with reasonable attorney's fees.

[1989 c 342 § 9; 1983 c 264 § 7; 1973 1st ex.s. c 207 § 28.]

### [RCW 59.18.260](#)

#### **Moneys paid as deposit or security for performance by tenant — Written rental agreement to specify terms and conditions for retention by landlord — Written checklist required.**

If any moneys are paid to the landlord by the tenant as a deposit or as security for performance of the tenant's obligations in a lease or rental agreement, the lease or rental agreement shall be in writing and shall include the terms and conditions under which the deposit or portion thereof may be withheld by the landlord upon termination of the lease or rental agreement. If all or part of the deposit may be withheld to indemnify the landlord for damages to the premises for which the tenant is responsible, the rental agreement shall be in writing and shall so specify. No deposit may be collected by a landlord unless the rental agreement is in writing and a written checklist or statement specifically describing the condition and cleanliness of or existing damages to the premises and furnishings, including, but not limited to, walls, floors, countertops, carpets, drapes, furniture, and appliances, is provided by the landlord to the tenant at the commencement of the tenancy. The checklist or statement shall be signed and dated by the landlord and the tenant, and the tenant shall be provided with a copy of the signed checklist or statement. No such deposit shall be withheld on account of normal wear and tear resulting from ordinary use of the premises. The tenant has the right to request one free replacement copy of the written checklist. If the landlord collects a deposit without providing a written checklist at the commencement of the tenancy, the landlord is liable to the tenant for the amount of the deposit, and the prevailing party may recover court costs and reasonable attorneys' fees. This section does not limit the tenant's right to recover moneys paid as damages or security under RCW 59.18.280.

[1983 c 264 § 6; 1973 1st ex.s. c 207 § 26.]