

Tenant's Name
Address

Landlord's Name
Address

RE: Security Deposit

Dear *Landlord's Name*:

We, *Tenants' Names*, were the tenants at *property address*, and we paid a damage deposit in the amount of \$1195.00.

We received your letter and we dispute the deductions listed for the following reasons:

1. Carpet Cleaning (\$45.00): Pre-existing stains (right bedroom orange stain and rear bedroom four red stains) were noted on check-in sheet. We would like a refund of 2/3 the cost of stain removal, in the amount of \$30.00.
2. Yard Work (\$220.00): The lawn was mowed on the evening of Sunday, July 26, 2009 by the tenants and unnecessarily re-mowed on Friday July 31, 2009. We moved out five days early at the request of your agent. We certainly should not be charged for any additional mowing under such circumstances. As per the lease, tenants are not responsible for the removal of trees, however we were charged for removal and disposal of sucker trees that were present at move-in. We would like a refund in the amount of \$180.00 for unnecessary charges. We do not dispute the weed whacking portion of the yard work charges.
3. Landfill Disposal (\$13.27): Assuming the materials brought to the landfill were products of sucker tree removal, we would like a refund in the amount of \$13.27 for the landfill fee, as we were not required by the lease to remove trees.
4. Early Vacate Date: An early vacancy of the property was agreed upon between the tenants and the landlord at the check-out walk-through to allow the landlord more time to inspect and ready the property for new tenants, in exchange for a pro-rated rent for the month of July. This agreement was initiated by your agent (Adrienne, I believe) and we accommodated you. The tenants informed the landlord that the property would be vacant as of Tuesday, July 28, 2009. A message was left on Monday, July 27, 2009 at 8:22 A.M. to confirm the vacancy. We would like a refund in the amount of \$154.19 (\$1195.00 monthly rent x 4/31) for early vacancy of the premise.
5. Cleaning (\$576.00): Tenants cleaned the property according to lease standards, and no damage was left above normal wear and tear. By our approximation of the work order, only four hours would have been required to clean any areas missed by the tenants, such as under the fridge and stove and a more thorough cleaning of the garage. Therefore, we would like a refund in the amount of \$432.00.

Living Room: Outlets, light covers, baseboards, window, window track, and floor were cleaned by tenants and unnecessarily re-cleaned. Also, the work order states that a ceiling fan was cleaned in this room that does not exist.

Family Room: Fireplace, ledge, window tracks, and windows, were cleaned by tenants and unnecessarily re-cleaned. Also, the work order states that a ceiling fan that contained heavy dirt, grease, and cobwebs was cleaned that does not exist in this room.

Kitchen: Outlets, cabinets, fridge, freezer, floor, sink, and counters were cleaned by tenants and unnecessarily re-cleaned.

Dining Area: Floors, wood railing, cob webs, baseboards, and light switches were already cleaned by tenants and unnecessarily re-cleaned.

Bathroom One (Upstairs): Sink, toilet, floors, and baseboards were already cleaned by tenants and unnecessarily re-cleaned. In addition, the sink and toilet were reported as heavily soiled, but were cleaned by tenants. There was no mold or dirt on the door as stated in cleaning order. Furthermore, the cleaning order also states, "window scrubbed, had to use oven cleaner to finally get clean" however, there is no window in this bathroom.

Bathroom Two (Downstairs): Sink, toilet, floors, and baseboards were already cleaned by tenants and unnecessarily re-cleaned.

Bedroom One (Upstairs, next to bathroom): Outlets, shelves, baseboards, window tracks, and windows were already cleaned by tenants and unnecessarily re-cleaned.

Bedroom Two (Upstairs in corner): Window track, window, outlets, and shelves were already cleaned by tenants and unnecessarily re-cleaned. In addition, there are no fixtures in this bedroom; however, the work order states that they were cleaned.

Bedroom Four (Upstairs, across from bathroom): Outlets, shelves, baseboards, window, and window track were already cleaned by tenants and unnecessarily re-cleaned. In addition, there are no fixtures in this bedroom; however, the work order states that they were cleaned.

Patio: Doors, tracks, and windows were already cleaned by tenants and unnecessarily re-cleaned.

Given the numerous misrepresentations of cleaning done to items that did not exist in our unit, it appears the entire cleaning bill must apply to a different unit.

We demand reimbursement in the amount of \$809.46. We prefer to resolve legal matters out of court, but be advised that we are prepared to pursue litigation if required in order to resolve this matter. If we file suit against you, we will seek all damages available under the law, including treble damages and attorney's fees if appropriate. You may send us a check in the amount of \$809.46, written to *Name* at *Address*. We will expect a response within seven days of your receipt of this letter.

Sincerely,

Name