

I've Moved Out.

My Former Landlord Says I Owe Damages.

What might happen after I move out?

If your landlord says you owe money, the landlord might

- keep some or all of your deposits
- send the debt to a collection agency
- 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.

I moved out. I did not hear from my landlord at all after 21 days. Now what?

Write the landlord to ask for the return of your deposit. You should say

- the type of deposit
- how much it was
- the date you moved out and returned the keys
- that you have not heard from the landlord at all within 21 days

Ask the landlord to return your deposit immediately. Give the address where you want the deposit sent.

Mail this letter to the 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 # 1 at the end of this packet.
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What if the 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 charges, you should write a **dispute letter**. It should explain in detail why you disagree with some or all charges. Attach any proof you have. 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 the last month's rent when you moved in. 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 a 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, not 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 go to court, you can ask the judge 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 # 2 at the end of this packet.

What if the landlord ignores my letter?

Keep in a safe place

- copies of all correspondence between you and the landlord
- 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 are sued.

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.

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 # 3 at the end of this packet.
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I get 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?

Send the Housing Authority a letter right away. They should receive your letter within **ten days** of when you received 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. 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.

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- ❖ You can use sample letter # 4 at the end of this packet.
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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. Some of your income or resources could be taken.

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- ❖ **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. See <http://www.commerce.wa.gov/building-infrastructure/housing/landlord-mitigation-program/>.
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- ❖ 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](#).
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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 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. A court could enter a judgment (court order) against you. Some of your income and resources could be taken.

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.

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, hard of hearing or speech impaired callers can call CLEAR or 211 (or toll-free 1-877-211-9274) using the relay service of their choice.

CLEAR and 211 will conference in free interpreters when needed.

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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Sample Letter #1 -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 #2 -to dispute that your security deposit is being kept or that you owe your former landlord money.

[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 #3 -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 #4 -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.