

Demand letter

Fictional example assuming statutory coverage. Do not sign, send, or file these sample documents.

Maya Patel (fictional tenant)
[Fictional current mailing address]

September 07, 2026

Daniel Reed (fictional landlord)
[Fictional landlord mailing address]

SENT VIA CERTIFIED MAIL - RETURN RECEIPT REQUESTED

RE: Demand for return of security deposit - [Fictional California rental address]

Dear Daniel Reed (fictional landlord):

I vacated the above rental property on August 01, 2026 and paid a security deposit of \$2,000.00. Under Cal. Civ. Code § 1950.5 (California Security Deposit Law), the applicable return rule is: 21 days after move-out to return the deposit or send an itemized statement.

DISPUTED DEDUCTIONS

I dispute the following deductions under Cal. Civ. Code § 1950.5 for the reasons below. Please provide the records supporting each disputed charge, including the work, cost, and condition at issue. For replacement charges, explain the item's age and how you calculated the amount charged:

- Repainting ordinary wall scuffs - \$1,000.00

Ordinary wear and tear - not deductible. Repainting after a tenancy is ordinary wear and tear unless the walls were damaged beyond normal use (large holes, unauthorized colors). Dated move-in and move-out photos help distinguish ordinary wear from tenant-caused damage.

- General cleaning fee - \$500.00

Unsubstantiated - proof demanded. Cleaning may be deductible to restore move-in cleanliness, subject to the state's documentation rules. Request an itemized explanation of the work and supporting records.

I do not contest the following deductions, totaling \$400.00: Unpaid rent balance (\$400.00).

This demand does not cancel any accepted debt. Any separate claim or counterclaim must credit amounts already paid or retained toward that debt.

DEMAND

I demand payment of \$1,500.00, the amount improperly withheld from my deposit.

This demand is limited to the amount improperly withheld. The applicable statutory remedy is conditional: under Cal. Civ. Code § 1950.5(m), bad-faith retention of a deposit exposes you to statutory damages of up to twice the deposit, in addition to actual damages. I reserve the right to seek that remedy if its conditions are established in court.

Please deliver payment to the address above no later than September 21, 2026 (14 days from the date of this letter). This requested date does not shorten any statutory notice or cure period. If this remains unresolved after the applicable notice, service and waiting requirements are satisfied, I intend to file suit in small claims court. I have retained dated photographs of the property's condition, the lease, our correspondence, your itemized statement, the repair receipts you provided, and this

demand letter.

Sincerely,

Maya Patel (fictional tenant)

Enclosures: Evidence exhibit list

Evidence pack

Exhibit list

This list is the cover sheet, not the evidence itself. Print it, then attach the actual items behind it in the numbered order: the photos, printouts of texts and emails, the signed lease, receipts. A judge reads the list first and flips to the exhibit - a list with nothing attached proves nothing.

Exhibit 1 - Signed lease agreement

Establishes deposit amount and terms

Exhibit 2 - Timestamped move-in photos/video

Baseline condition at the start of tenancy

Exhibit 3 - Timestamped move-out photos/video

Condition at surrender - rebuts damage claims

Exhibit 4 - Landlord's itemized statement

Shows the charges being disputed and its date

Exhibit 5 - Correspondence with landlord

Timeline, forwarding address, admissions

Exhibit 6 - Demand letter + certified mail receipt

Proof of formal demand and date

Exhibit 7 - Charge-by-charge legal analysis

Shows each deduction is improper, unsupported, or wear and tear, with statute citations - included as a formatted exhibit in the case PDF

Dispute table (bring this to court)

Repainting ordinary wall scuffs - \$1,000.00

Objection: Ordinary wear and tear - not deductible

Legal basis: Cal. Civ. Code § 1950.5

General cleaning fee - \$500.00

Objection: Unsubstantiated - proof demanded

Legal basis: Cal. Civ. Code § 1950.5

Charge-by-charge legal analysis (exhibit)

Prepared from the tenant's inputs against the state statute. Verify each citation against the current official text.

This analysis reviews \$1,900.00 withheld from a \$2,000.00 security deposit against Cal. Civ. Code § 1950.5. Deductions disputed: \$1,500.00.

Deductions, one by one

Repainting ordinary wall scuffs - \$1,000.00 - Ordinary wear and tear - not deductible

Repainting after a tenancy is ordinary wear and tear unless the walls were damaged beyond normal use (large holes, unauthorized colors). Dated move-in and move-out photos help distinguish ordinary wear from tenant-caused damage.

General cleaning fee - \$500.00 - Unsubstantiated - proof demanded

Cleaning may be deductible to restore move-in cleanliness, subject to the state's documentation rules. Request an itemized explanation of the work and supporting records.

Unpaid rent balance - \$400.00 - Accepted deduction

Unpaid rent is a legitimate deduction if the amount is accurate - verify the ledger and any late-fee caps in your lease and state law.

Damages

Disputed: \$1,500.00 Additional statutory recovery: \$0.00 Total demand: \$1,500.00

The current demand includes the disputed refund. Additional statutory recovery requires the conditions below; it is not automatically earned by a missed date.

Additional recovery is conditional and is not included in the present demand. Bad-faith retention (or a bad-faith demand) exposes the landlord to statutory damages of up to twice the deposit, in addition to actual damages (Cal. Civ. Code § 1950.5(m)).

Keep the envelope or mailing record. A receipt date after the deadline does not by itself prove late mailing.

A landlord may still pursue an unpaid accepted charge in a separate claim or counterclaim, so net recovery can be lower.

Money already paid or retained toward that charge must be credited.