# 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 08, 2026

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

SENT VIA CERTIFIED MAIL - RETURN RECEIPT REQUESTED

RE: Demand for return of security deposit - [Fictional Colorado 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 Colo. Rev. Stat. § 38-12-103 (Colorado Security Deposit Law), the applicable return rule is: 30 days (HB25-1249 replaced 'one month' effective Jan 1, 2026) after lease termination or surrender and acceptance, whichever occurs last; the lease may extend the period up to 60 days.

DISPUTED DEDUCTIONS
I dispute the following deductions under Colo. Rev. Stat. § 38-12-103 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 - $900.00
  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.

I do not contest the following deductions, totaling $200.00: Unpaid rent balance ($200.00).

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 $900.00, the amount improperly withheld from my deposit.

This demand is limited to the amount improperly withheld. The applicable statutory remedy is conditional: under Colo. Rev. Stat. § 38-12-103(3)(a), wrongful retention makes you liable for treble the amount wrongfully withheld plus attorney fees and costs, and you bear the burden of proving the withholding was proper. 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 22, 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 - $900.00**

Objection: Ordinary wear and tear - not deductible

Legal basis: Colo. Rev. Stat. § 38-12-103 (as amended by HB25-1249, eff. Jan 1, 2026)

# 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 $1,100.00 withheld from a $2,000.00 security deposit against Colo. Rev. Stat. § 38-12-103 (as amended by HB25-1249, eff. Jan 1, 2026). Deductions disputed: $900.00.

## Deductions, one by one

### Repainting ordinary wall scuffs - $900.00 - 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.

### Unpaid rent balance - $200.00 - 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: $900.00   Additional statutory recovery: $0.00   Total demand: $900.00

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

Confirm any extension and the separate accounting obligation: 30 days (HB25-1249 replaced 'one month' effective Jan 1, 2026) after lease termination or surrender and acceptance, whichever occurs last; the lease may extend the period up to 60 days.

Additional recovery is conditional and is not included in the present demand. Wrongful retention (HB25-1249 replaced 'willful' effective Jan 1, 2026) makes the landlord liable for treble the portion wrongfully withheld plus attorney fees and costs (§ 38-12-103(3)(a)). The tenant must first notify the landlord of the demand for return and the intent to sue at least 7 days before filing, and treble damages/fees are available only if the landlord fails to return the withheld amount within 7 days after receiving that demand and notice (§ 38-12-103(3)(c)) - the landlord's final cure window. The landlord bears the burden of proving the withholding was not wrongful and that it complied with the section; retaining 125%+ of actual damages is presumed to unreasonably exceed actual damages, i.e. bad-faith retention (§ 38-12-103(3.5)(b)).

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.