

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 Idaho 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 Idaho Code § 6-321 (Idaho Security Deposit Law), the applicable return rule is: Refund due within 21 days after surrender if no time is fixed by agreement; the parties may agree on a different period, but never longer than 30 days after surrender (§ 6-321).

DISPUTED DEDUCTIONS

I dispute the following deductions under Idaho Code § 6-321 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 Idaho Code § 6-317, wrongful retention of my deposit exposes you to a judgment of up to three times the actual damages assessed by the court. 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: Idaho Code §§ 6-321, 6-320, 6-317, 6-324

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 Idaho Code §§ 6-321, 6-320, 6-317, 6-324. 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 the applicable timing branch: Refund due within 21 days after surrender if no time is fixed by agreement; the parties may agree on a different period, but never longer than 30 days after surrender (§ 6-321).

Additional recovery is conditional and is not included in the present demand. Discretionary treble damages: judgment 'may be entered for three times the amount at which the actual damages are assessed' (§ 6-317, via a § 6-320 action). Before suing, the tenant must serve a 3-day written notice listing the failure with a demand for cure (§ 6-320(d)). Attorney fees go to the prevailing party (§ 6-324), but not in cases where treble damages are awarded.

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.