

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 Montana 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 Mont. Code Ann. § 70-25-202 (Montana Security Deposit Law), the applicable return rule is: Within 30 days after termination or surrender and acceptance the landlord must provide a written itemized list of rent due, damage, and cleaning charges and refund the balance; within 10 days if there are no deductions (§ 70-25-202). The 30-day period runs from termination or surrender and acceptance, whichever occurs first; the qualifying no-deduction branch is 10 days.

DISPUTED DEDUCTIONS

I dispute the following deductions under Mont. Code Ann. § 70-25-202 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.

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: Mont. Code Ann. §§ 70-25-201 to 70-25-204

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 Mont. Code Ann. §§ 70-25-201 to 70-25-204. 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: Within 30 days after termination or surrender and acceptance the landlord must provide a written itemized list of rent due, damage, and cleaning charges and refund the balance; within 10 days if there are no deductions (§ 70-25-202). The 30-day period runs from termination or surrender and acceptance, whichever occurs first; the qualifying no-deduction branch is 10 days.

Additional recovery is conditional and is not included in the present demand. No statutory multiplier: the landlord is liable for an amount equal to the sum wrongfully withheld, with attorney fees at the court's discretion to the prevailing party (§ 70-25-204). The real lever is the § 70-25-203 forfeiture. Some websites list a 2x penalty for Montana - the official MCA text has no such provision.

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.