

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 West Virginia 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 W. Va. Code § 37-6A-2 (West Virginia Security Deposit Law), the applicable return rule is: Deposit plus written itemization due within the 'applicable notice period': 60 days after termination or 45 days after a new tenant moves in, whichever is shorter; 15 extra days for third-party contractor repairs exceeding the deposit (with written notice). Federally assisted tenancies: 30 days per Legal Aid WV.

DISPUTED DEDUCTIONS

I dispute the following deductions under W. Va. Code § 37-6A-2 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 W. Va. Code § 37-6A-5, willful or bad-faith noncompliance makes you liable for the unreturned deposit plus damages equal to one and one-half times the amount wrongfully withheld. 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 magistrate 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: W. Va. Code §§ 37-6A-1, 37-6A-2, 37-6A-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 \$1,100.00 withheld from a \$2,000.00 security deposit against W. Va. Code §§ 37-6A-1, 37-6A-2, 37-6A-5. 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: Deposit plus written itemization due within the 'applicable notice period': 60 days after termination or 45 days after a new tenant moves in, whichever is shorter; 15 extra days for third-party contractor repairs exceeding the deposit (with written notice). Federally assisted tenancies: 30 days per Legal Aid WV.

Additional recovery is conditional and is not included in the present demand. The unreturned deposit + damages for annoyance/inconvenience equal to 1.5x the amount wrongfully withheld - only for willful or bad-faith noncompliance, with any rent owed credited against the award (§ 37-6A-5). Total exposure 2.5x the withheld amount.

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.