

SENT CERTIFIED MAIL

TENANT NAME AND ADDRESS

LANDLORD NAME AND ADDRESS

RE: Deposit Reconciliation for INSERT PROPERTY ADDRESS

August 11, 2011

Dear LANDLORD,

This letter is a response to your deposit worksheet reconciliation received on date for the property at address. The lease dates on the property were start date - end date and upon move-in I paid a security deposit of \$\_\_\_\_\_, and an additional \$\_\_\_\_\_ pet deposit several weeks later. Below is an itemized review of the charges as related to the condition of the property. I have reviewed each item and I have responded based on the actual condition of the property, with picture evidence where needed. Several items that have been listed with a charge were conditions present at the time of my move in to the property and should be deleted. Several other charges have no proper documents of actual costs. And, several other charges are excessive based on the scope of work preformed.

Please review the following explanations:

Invoice # 143164: \$144.00

The invoice listed the following charges: 1) Removed roll down blind/hardware from window and filled holes. 2. Reinstalled electric phone front.

The following items are in dispute:

The lease included window treatments. All window treatments were in place at the time of my move in, including the roll down blind hardware on the south basement window. I used my own window coverings, and removed them upon move out; this is evident from this picture. I had no need for the roll down blind, thus would not have installed it, it was there upon move in. As this hardware was already in place, I am not responsible for its removal.



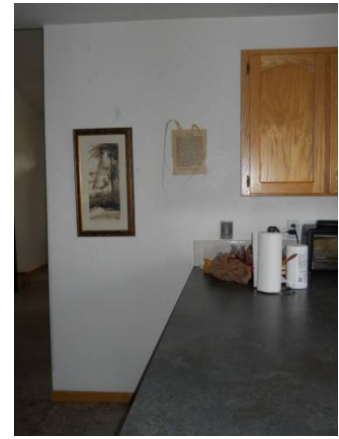
No hardwire phone jacks were ever used during my time as a tenant. This photo provides evidence that the phone jacks in the house were not used, and were not damaged. I did not cause any damage, as I never used the item because I did not have a landline phone in the house. The item was left as I found it upon my move in.

I would like an itemized copy of this invoice stating what was charged for each repair (as the screen placement and hook removal did not, in any way, require more than .5 hours work total). I therefore agree to pay you \$24 for the work done on this invoice.

Invoice # 149835: \$82.50

The invoice stated: Light Clean

I meticulously cleaned the house prior to move out. Following move out, Charlie Combs informed me that the house was clean with the exception of the oven not being cleaned. The oven is self-cleaning and I ran this feature. If this charge is for other items requiring cleaning please provide an itemized receipt for the work done. I offer \$33 for the one hour it would have taken to clean the oven.



Invoice # 143160: \$236.90, credited \$50 back for cut down, total: \$186.90

Cleaned 8 medium wood blinds, 2 large wood blinds, and 3 medium aluminum blinds. 8 blinds cut down

I cleaned the blinds prior to move out in accordance with article 25.h on page 6 of my lease agreement. The blinds did not require cleaning as they were wiped down to the condition they were in upon move in. I have attached several pictures of the blinds prior to move-out. All of these pictures show that the blinds were not, in any way, dirty. If the landlord so chose to clean the blinds beyond the condition they were given in, that is not the responsibility of the tenant. I dispute this entire charge and the charge should be deleted unless proper photographic evidence of dirt can be provided.



Invoice #  
143163:  
\$137.97

Removed pile of ashes dumped on ground,

hoses, hose reel and flower pots from back yard. Removed satellite dish, cables and Plexiglas from basement. Took abandoned items to Larimer County landfill.

All of these items, with the exception of the pile of ashes were on the premises when I moved in. They were not marked on my move in form as it was reasonable to assume they were provided by the owner (for example, the satellite and accessories incase the current tenant wanted to pay for satellite service (in accordance with article 12 on page 4 of the lease agreement), the hose and hose reel as gardening tools that came with the house (for use to fulfill article 10 on page 3 of the lease agreement)). The flower pots claimed to be at the premises were removed by Eco-Thrift before moving out. This picture shows that the flower pots were not present at the time of move-out. Therefore these charges do not apply and should be deleted. The picture below shows the condition of the yard, including the pile of ashes, it is evident that the pile was small and would not have taken more than .5 hours of labor to remove, therefore I offer you \$24 for this service.



Invoice # 143162: \$511.05 Repairs

1.) I have requested three times, a detailed list of itemized materials and time spent on this project so I can submit a claim to my Renters Insurance. I have requested this invoice both before and after the repair was made. Without an itemized charge, I cannot verify the repair bill and I cannot submit to my insurance company as a claim. Please remit immediately a full, itemized repair list of time and materials. 2.) The master bedroom door was never kicked in. The door was old and needed repair prior to move in, I had my carpenter farther reattach the door prior to move out as the hinges and screws were old and were not holding the door in place as they should have been. 3) I offer \$48.00 for the hour of labor this task required. 4.) The hallway leading to the stairs was damaged prior to move in, as evident from this picture. I marked on my move in sheet that the walls did have scratches and such, as evident by this picture. I dispute that I caused these damages. Until an itemized repairs list of time and materials is delivery to me, I agree to pay \$48.00 for this invoice.



Invoice # 149360: \$ 971.47

This charge should be pro-rated as the damaged garage door was not in new condition. The garage door was 16 years old, assuming the life of a garage door is 30 years, this door was at half life, meaning it should be pro-rated 50%. The door needed repairs while I lived on the premise; the entire electronic mechanism was replaced due to the age of the house. I have attached a picture of the garage door prior to the damages being done to show that the door was not in new condition prior to being damaged. Page 7 of the lease agreement stipulates that repair fees “will include a reasonable mark up fee for vendor contracted services.” I believe that 15% is not a reasonable mark-up as a charge this large does not require more than 5% inconvenience charge for finding an outside contractor for this project. I am offering \$422.38 for the door and \$42.24 as a “reasonable mark up fee.” This totals \$464.62.



I agree to the charges on Invoice #: 149659, 143161, 149642, and 151081. These invoices total \$472.57 that I am responsible for.

In total, I am disputing \$1443.27 in charges. Of the billed charges, I agree to pay \$1066.19. As my security deposit was \$1259.00 it is evident that you owe me \$192.81. However, for the purpose of settlement I offer you my entire security deposit, totaling \$1259.00. I prefer to resolve this matter out of court. If you do not accept this offer of settlement, be advised that I am prepared to defend any collections or legal action. If you file suit against me, I will seek all damages available under the law, including treble damages and attorney’s fees if appropriate. I am requesting a response within seven days of your receipt of this letter.

Cordially,

TENANT NAME