Sample Response to Demand Letter

Dear Jane Theroux,

This letter is in response to your correspondence, dated May 7, 2017.

In that letter, you requested that I pay $570.00 to cover the cost of refinishing the floors of 343 Main Street, Apt. 3, Arms borough, MA after my departure on February 28, 2017.

I was a tenant in this unit from March 1, 2016 – February 28, 2017.

Though you did not take a security deposit at lease signing and are requesting this payment directly from me in lieu of deducting from a deposit, I refer you to the provisions of the Massachusetts General Laws regarding rental security deposits, which should apply to the matter at hand. Chapter 186, Section 15B indicates that deduction from a security deposit may be made to:

“…repair any damage caused to the dwelling unit by the tenant or any person under the tenant’s control or on the premises with the tenant’s consent, reasonable wear and tear excluded ” (MGL c. 186, §15B).

Though the photographs included with your original demand letter do depict some minor scratches in the areas of the living room and dining room, there is no evidence that I was responsible for this damage. Moreover, even if I were responsible, this damage evidently does not rise about the threshold of “reasonable wear and tear” specified in the General Laws.

While I sympathize with the challenge of maintaining a rental property, I do not believe that I am responsible either in fact or law for the damage in question.

Respectfully, I therefore request that you drop your claim against me.

Sincerely,

Sidney Bourgeois