

Oski Bear  
2500 Bancroft Way  
Berkeley, CA 94720

June 30, 2010

Jane Landlord  
1234 University Ave.  
Berkeley, CA 94704

Dear Ms. Landlord,

I am writing with regard to the security deposit I made for my lease of Apartment #39 at 321 Telegraph Avenue. As you are aware, I lived there until May 31, 2008, and paid my rent in full through the end of my occupancy. I conducted a walk-through of the apartment with [you]/[the property manager] before moving out, and [nothing]/[I repaired every item that] was highlighted as necessary for the full return of my deposit. I also cleaned the apartment before vacating, and left it in the same condition it was when I moved in.

I have not yet received the refund of my [\$1,000] security deposit or an itemized statement from you documenting any deductions from the security deposit, as required by California Civil Code Section 1950.5. [OR: I dispute the following deductions that were itemized when you returned a portion of my deposit: (list disputed deductions and reason for dispute).]

Since I am entitled to the return of [my entire]/[the deducted portion of my] security deposit, please be advised that if I do not receive a full refund of that deposit within one week, I will consider the retention of the deposit to be in "bad faith" under the Civil Code. [NOTE: a claim of bad faith can only be made if the landlord fails to return the deposit within 21 days of the end of the tenancy.] This entitles me to sue you for both the [\$1,000] deposit and an additional amount equal to twice the security deposit.

I look forward to the prompt return of my deposit, which should be sent to my new address: 2500 Bancroft Way, Berkeley, CA 94720.

Thank you for your cooperation.

Sincerely,

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Oski Bear

cc: [Property Management Company]