***Sent via Regular and Certified U.S. Mail***

< Landlord Full Name >

< Landlord Address >

< Landlord Address >

< Date >

**Re: Security Deposit for < Your Full Name >**

**< Your Former Address >**

Dear Mr/s. < Landlord Last Name >:

I am writing to you regarding my security deposit for the above-referenced unit. During my tenancy, you received a security deposit in the amount of \_\_\_\_\_\_\_\_\_\_\_\_\_\_, acknowledged in the lease agreement you entered into on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_. (*See* Lease enclosed).

Under the Illinois Security Deposit Return Act, a tenant’s security deposit must be returned within 45 days after a tenant vacated a unit. The Act allows a landlord to withhold a reasonable amount towards the repair of any damages. However, the landlord cannot withhold from a deposit,

…unless he has, within 30 days of the date that the lessee vacated the premises, furnished to the lessee, delivered in person, by mail directed to his last known address, or by electronic mail to a verified electronic mail address provided by the lessee, an itemized statement of the damage allegedly caused to the premises and the estimated or actual cost for repairing or replacing each item on that statement, attaching the paid receipts, or copies thereof, for the repair or replacement. If the lessor utilizes his or her own labor to repair any damage caused by the lessee, the lessor may include the reasonable cost of his or her labor to repair such damage. If estimated cost is given, the lessor shall furnish the lessee with paid receipts, or copies thereof, within 30 days from the date the statement showing estimated cost was furnished to the lessee, as required by this Section. If no such statement and receipts, or copies thereof, are furnished to the lessee as required by this Section, the lessor shall return the security deposit in full within 45 days of the date that the lessee vacated the premises.

Failure to comply with these provisions, if bad faith is found, triggers liability “for an amount equal to twice the amount of the security deposit due, together with court costs and reasonable attorney's fees.” 765 ILCS 710/1.

I vacated my unit on \_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_. Therefore, if you intended to withhold monies from my security deposit, you were required under Illinois law to deliver or mail an itemized statement of damages with receipts to my last known address on or before \_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_.

<< Enter Custom Paragraph >>

Since you did not follow the lawful process to withhold money from a security deposit as mandated by the Illinois Security Deposit Return Act, you are now required to return the entire amount of my security deposit. For the above-stated reasons, I am entitled to an immediate return of my security deposit in the amount of $\_\_\_\_\_\_\_\_\_. Please send a certified check, cashier’s check, or money order in the amount of $\_\_\_\_\_\_\_\_\_ payable to < Your Full Name > within the next 14 days, on or before \_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_ to:

< Your Full Name >

< Your Address >

< Your Address >

I would prefer to settle this matter outside of court. However, if you do not return my entire security deposit of $\_\_\_\_\_\_\_\_\_, please be advised that I am prepared to exercise all legal options available to recover the monies you owe. Should you wish to discuss this matter, please call me.

Sincerely,

< Your Full Name >

< Your Phone Number >

Enclosure