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

<< Landlord.Name >>

<< Landlord.PrimaryWorkAddress >>

<< Date.Verbose >>

**Re: Security Deposit for << Client.Name >>**

**<< CLFormerAddress.PrimaryWorkAddress >>**

Dear Mr/s. << Landlord.LastName >>:

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 Chicago Residential Landlord and Tenant Ordinance (CRLTO), you were required to place my deposit into an interest-bearing account and pay interest on my account. Specifically, the CRLTO states that,

A landlord shall hold all security deposits received by him in a federally insured interest- bearing account in a bank, savings and loan association or other financial institution located in the State of Illinois. A security deposit and interest due thereon shall continue to be the property of the tenant making such deposit, shall not be commingled with the assets of the landlord, and shall not be subject to the claims of any creditor of the landlord or of the landlord's successors in interest, including a foreclosing mortgagee or trustee in bankruptcy.

CRLTO 5-12-080(a)(1).

Moreover,

A landlord who holds a security deposit or prepaid rent pursuant to this section for more than six months shall pay interest to the tenant accruing from the beginning date of the rental term specified in the rental agreement at the rate determined in accordance with Section 5-12-081 for the year in which the rental agreement was entered into. The landlord shall, within 30 days after the end of each 12-month rental period, pay to the tenant any interest, by cash or credit to be applied to the rent due.

CRLTO 5-12-080(c).

Failure to comply with these provisions triggers a penalty of “damages in an amount equal to two times the security deposit, plus interest.” CRLTO 5-12-080(f)(1).

You failed to put my deposit in an interest-bearing account and provide me with interest on my deposit. Since you did not follow the lawful process while holding my security deposit as mandated by the CRLTO, 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 << Matter.Client.Name >> within the next 14 days, on or before \_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_ to:

<< Client.LastName >>

<< CLAddress.HomeAddress >>

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, including seeking damages equal to two times the security deposit, plus interest, as allowed under CRLTO 5-12-080(f)(1). Should you wish to discuss this matter, please call me.

Sincerely,

<< Client.LastName >>

<< Client.Phone >>