

Security Deposit Wrongfully Withheld

Date _____
 Landlord _____
 Address _____

Dear _____:

I am/We are writing in regard to the security deposit refund which I/we received on _____ (date). You withheld \$_____ (amount) total. Wisconsin Administrative Code ATCP 134.06(3)¹ sets out the very specific circumstances under which a landlord may legally deduct items from a tenant's security deposit. You wrongfully withheld the following items from my/our deposit (*List each item, amount being charged and the reason why it is wrongful. Attach additional sheets if necessary*):

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____

Because you wrongfully withheld my/our deposit, I/we have the right to file a formal complaint with Consumer Protection and to sue you for double the wrongfully withheld amount, plus court costs and attorney fees (Wisconsin Statute 100.20(5)).²

However, in the interest of time and energy, I/we will not pursue these actions if you return \$_____ to me/us by _____ (date). I/We look forward to the prompt return of my/our deposit to the address listed below. Thank you for your cooperation.

Sincerely,

Current Address _____

¹**Wis. ADMIN. CODE § ATCP 134.06(3) SECURITY DEPOSIT WITHHOLDING; RESTRICTIONS.**

(a) A landlord may withhold from a tenant's security deposit only for the following:

1. Tenant damage, waste or neglect of the premises.
2. Unpaid rent for which the tenant is legally responsible, subject to s. 704.29, Stats.
3. Payment which the tenant owes under the rental agreement for utility service provided by the landlord but not included in the rent.
4. Payment which the tenant owes for direct utility service provided by a government-owned utility, to the extent that the landlord becomes liable for the tenant's nonpayment.
5. Unpaid mobile home parking fees which a local unit of government has assessed against the tenant under s. 66.0435 (3), Stats., to the extent that the landlord becomes liable for the tenant's nonpayment.
6. Other reasons authorized in the rental agreement according to par. (b).

²**Wis. Stat. § 100.20(5)** Any person suffering pecuniary loss because of a violation by any other person of any order issued under this section may sue for damages therefor in any court of competent jurisdiction and shall recover twice the amount of such pecuniary loss, together with costs, including a reasonable attorney's fee.

Directions: Keep a copy of this filled out form for your records. Send the original to your landlord by regular mail or deliver it in person. Where possible, include copies of the ordinances and statutes mentioned in the letter.