

Alevtina Asarina and Michael Lieberman
81 Hampshire St, #2, Cambridge, MA 02139
July 7, 2010

Brattle Property Management & Co Inc
Attn: Bob Crocker
P.O. Box 381085, Cambridge, MA 02238

Demand Letter Pursuant to Massachusetts General Law Chapter 93A

Dear Landlord:

As you know, we were tenants of yours at 6 Blair Place, Apartment 9, Cambridge, MA 02140. We moved out of the apartment on May 31, 2010. We are writing this letter pursuant to Massachusetts General Laws Chapter 93A requesting compensation for security deposit violations. Because you demanded and accepted a security deposit from us on April 29, 2008 of 1,600 dollars, you are required to comply with the security deposit law, Massachusetts General Laws Chapter 186, §15B.

It has been over 30 days since our tenancy was terminated. However, you have returned only 1,400 dollars of our security deposit, with the explanation that this is “\$1600 less \$200 for cleaning.” Please be advised that **we are therefore demanding 200 dollars**, i.e. the amount withheld. Please note that your failure to comply can result in triple damages, plus interest, court costs and reasonable attorneys fees as provided under G.L. c. 186, §15B (4), (6)(e) and (7). This law states in part:

(4) The lessor shall, within thirty days after the termination of occupancy under a tenancy-at-will or the end of the tenancy as specified in a valid written lease agreement, return to the tenant the security deposit or any balance thereof; provided, however, that the lessor may deduct from such security deposit for the following:

(i) any unpaid rent or water charges which have not been validly withheld or deducted pursuant to any general or special law

(ii) any unpaid increase in real estate taxes which the tenant is obligated to pay pursuant to a tax escalation clause which conforms to the requirements of section fifteen C; and

(iii) a reasonable amount necessary to repair any damage caused to the dwelling unit by the tenant or any person under the tenants control or on the premises with the tenants consent, *reasonable wear and tear excluded*. In the case of such damage, the lessor shall provide to the tenant within such thirty days an itemized list of damages, sworn to by the lessor or his agent under pains and penalties of perjury, itemizing in precise detail the nature of the damage and of the repairs necessary to correct such damage, and written evidence, such as estimates, bills, invoices or receipts,

indicating the actual or estimated cost thereof[...]

No deduction may be made from the security deposit for any purpose other than those set forth in this section.

(6) The lessor shall forfeit his right to retain any portion of the security deposit for any reason, or, in any action by a tenant to recover a security to counterclaim for any damage to the premises if he:

(e) fails to return to the tenant the security deposit or balance thereof to which the tenant is entitled after deduction therefrom any sums in accordance with provisions of the section, together with any interest thereon, within thirty days after termination of the tenancy.

(7) If the lessor or his agent fails to comply with clauses (a), (d), or (e) of subsection 6, the tenant shall be awarded damages in an amount equal to three times the amount of such security deposit balance thereof to which the tenant is entitled plus interest at the rate of five per cent from the date when such payment became due, together with court costs and reasonable attorney's fees.

Please consider this a demand letter pursuant to G.L. c. 93A so that we will expect a response within 30 days. Your failure to respond can mean treble damages under the statute. Thank you in advance for your cooperation.

Sincerely,

Alevtina Asarina

Michael Lieberman