

SAMPLE SECURITY DEPOSIT REFUND LETTER

(Today's date) ___ / ___ / ___

Tenant Name: _____

Rental Property Location: _____

Lease Expiration Date: ___ / ___ / ___

Move Out Date: ___ / ___ / ___

Security Deposit Amount: \$_____

Dear _____ (tenant),

The purpose of this letter is to inform you of the status of your security deposit refund, which the NJ Rent Security Act requires within 30 days after move out.

In general, a security deposit is made to protect the landlord against the tenant's failure to follow his or her responsibilities as stated in the lease. The 12-month lease you signed on ___ / ___ / ___ states that "the Landlord may deduct from the security deposit any costs resulting from the Tenant's failure to comply with any of the terms of the lease." You have violated the terms of your 12-month lease by moving out prior to its expiration on ___ / ___ / ___.

According to NJ State law, when tenants move out before the end of their lease, the landlord may hold that tenant responsible for the rent that becomes due until the apartment or house is rented again, or up until the broken lease end date (___ / ___ / ___). The landlord may also hold the tenant responsible for any other reduction in rental income and/or incremental expense directly attributable to the tenant's failure to comply with the terms of the lease. Thus, please be advised that enclosed is your security deposit refund of \$264.31, as itemized below:

Last Monthly Rental Payment Received:	\$388 (covered one half of Nov., plus Dec. 1-2)
Security Deposit Received Upon Lease Signing:	\$675
Less Balance of Rent Accrued Prior to Re-Rent:	\$152.39 (\$21.77 daily rate, for 7 days from 12/3-12/9; new tenant moved in 12/9/05)
Less Other Directly Related Lost Income:	\$212.50 (the rent for the new tenant was reduced by \$25 per month – from \$675 to \$650 – in order to re-rent the apartment as quickly as possible). The number of months impacted equals the number of months that would have been remaining on the broken lease (8.5 months, from Dec. 2005 – Aug. 2006). The formula is $8.5 \times 25 = 212.50$)
Less Incremental Expenses:	\$45.80 (\$13.92 for 4 new stove burner plates because the existing ones were too dirty to clean, plus \$31.88 for paint).
Balance Due:	\$264.31

Sincerely,

_____ (Landlord)