

Sample Letters

First request for repairs to landlord

March 11, 2010

[Mr. or Ms. and your landlord's name and address]

Mr. John Smith
250 Main Street
Anytown, PA 19999

Dear Mr. Smith:

[Say who you are] We are your tenants at the Low Rise Apartments on Broad Street, under a lease agreement dated November 20, 2009.

[Tell what your problem is] We are having a problem with our toilet and sewer system. Every time we flush the toilet, raw sewage backs up into our sinks and the bathtub. It's really unhealthy and unsanitary, especially since we have an 8 month old infant. We request that you fix the problem by March 20, 2010.

Sincerely,

[Your (tenant's) name and address]

Susan and Fred Jones
150 Broad Street, Apt 15
Anytown, PA 19999

Move out letter after landlord fails to make critical repairs

March 21, 2010

[Mr. or Ms. and your landlord's name and address]

Mr. John Smith
250 Main Street
Anytown, PA 19999

Dear Mr. Smith:

[Say who you are] We are your tenants at the Low Rise Apartments on Broad Street, under a lease agreement dated November 20, 2009.

[Tell again what your problem is] On March 11, 2008, we wrote to you to tell you that our toilet and sewer system wasn't working right, and asked you to fix it by March 20, 2010. We told you that waste was backing up into the sinks and the bathtub of our apartment, which made the apartment very unhealthy and unsanitary.

[Say that he has not fixed the problem and say what you plan to do] Despite our letter requesting you to fix this problem, you have not repaired this problem. By not fixing it, you have broken the lease. We cannot continue to live in this apartment with this terrible situation, and are therefore ending our lease agreement, and leaving the apartment as of today, March 21, 2010.

[Optional – Other things you can ask for] We have paid you the rent for the month of March 2010, and we request that you return to us a partial refund of \$125.00 which is equal to our rental amount for the 10 days remaining in the month. We also understand that we are entitled to a refund of our rent payments from the date you broke the lease which was March 11, 2010. Therefore, we are requesting an additional partial refund of \$125 for the month of March.

Last, we request return of our security deposit of \$300 which we gave you at the beginning of the lease. We are also asking for the interest which has accrued from the security deposit. The total refund due to us is \$550 plus the amount of interest earned from the security deposit. Our forwarding address is: Susan and Fred Jones, 500 Pleasant Blvd. Niceplace, PA 29999.

Thank you for your attention and response to this request.

Sincerely,

[Your (tenant's) name and address]

Susan and Fred Jones
150 Broad Street, Apt 15
Anytown, PA 19999

Letter to code enforcement or health department

March 27, 2010

[Mr. or Ms. and Code Enforcement/Health Department officer and address]

Mr. Henry Brook
Health Department
581 8th Avenue
Anytown, PA 19999

Dear Mr. Brook:

[Say who you are] We are tenants at Sunnydale Apartments on Maple Street, under a lease agreement dated February 1, 2010 to January 31, 2011.

[Describe your problem] Since March 18, 2010 our apartment has had a very serious cockroach problem. The problem is so bad that we can't keep much food in the apartment. Roaches even get into the refrigerator. The cockroaches are everywhere, including our beds. As a result, the apartment is disgusting to live in or sleep in.

[Say that the landlord has not fixed the problem] We wrote to our landlord about this problem on March 20 and March 27. Despite this, our landlord has not taken care of the problem or even tried to do so.

[Tell what you plan to do] We would like to file a complaint against our landlord so that this matter can be investigated by your agency. Our landlord is Mr. John Smith of the Sunnydale Apartments located at 250 Main Street, Anytown, PA 1999. Our landlord's phone number is (570) 999.9999.

Thank you for your assistance. If you need additional information please call us at (570) 888-8888.

Sincerely,

[Your (tenant's) name and address]

Christine and Tom Miller
250 Main Street, Apt 25,
Anytown, PA 19999

Letter to landlord when tenant does repairs

March 27, 2010

[Mr. or Ms. and your landlord's name and address]

Mr. John Smith
Sunnydale Apartments
250 Main Street
Anytown, PA 19999

Dear Mr. Smith:

[Say who you are] We are tenants at Sunnydale Apartments on Maple Street, under a lease agreement dated February 1, 2010.

[Describe your problem] Since March 18, 2010 our apartment has had a very serious cockroach problem. The problem is so bad that we can't keep much food in the apartment. Roaches even get into the refrigerator. The cockroaches are everywhere, including our beds. As a result, the apartment is disgusting to live in or sleep in.

[Say that the he has not fixed the problem] We wrote to you about this problem on March 20 and asked you to take care of this problem by March 27, while we were on vacation. Despite this, you have not taken care of the problem.

[Tell what you plan to do] This letter is notice to you that we plan to correct this roach problem ourselves. If you do not correct this problem by March 31, 2010, we are going to hire an exterminator to get rid of the roaches, and we will deduct the costs from our next rent payment.

Thank you for your cooperation.

Sincerely,

[Your (tenant's) name and address]

Christine and Tom Miller
250 Main Street, Apt 25,
Anytown, PA 19999

Letter to your landlord when doing repairs on your own, cost estimates and bill

April 1, 2010

[Mr. or Ms. and your landlord's name and address]

Mr. John Smith
Sunnydale Apartments
250 Main Street
Anytown, PA 19999

Dear Mr. Smith:

[Say who you are] We are tenants at Sunnydale Apartments on Maple Street, under a lease agreement dated February 1, 2010.

[Say that the he has not fixed the problem] On March 20 and 22, 2010 we told you in writing that there was a very serious cockroach problem in our apartment, which makes the place unsanitary and disgusting. You even saw how bad the situation is and yet you did nothing, nor did you contact us, which is a breach of the lease.

[Tell what you have done and how much it will cost] On March 31, 2010, we called three local exterminators and asked for estimates of the cost to exterminate our apartment. We have enclosed copies of these estimates. On April 1, 2010 we hired RoachBusters, the lowest priced company, to come to our apartment and exterminate. The cost of this service was \$50. A copy of the paid receipt is enclosed.

[Say that you are subtracting this cost form the rent] This letter is notice to you that we have paid the costs of the extermination, and we are subtracting that amount from the April rent. Therefore, we are paying you \$400 for this month, which equals the difference between our monthly rent and the cost of extermination.

Sincerely,

[Your (tenant's) name and address]

Christine and Tom Miller
250 Main Street, Apt 25,
Anytown, PA 19999

Letter to landlord when withholding rent/escrow account

April 23, 2010

[Mr. or Ms. and your landlord's name and address]

Ms. Julie Johnson
Pleasant View Apartments
555 Roosevelt Street
Anytown, PA 19999

Dear Ms. Johnson:

[Say who you are] We are your tenants at the Pleasant View Apartments at 555 Roosevelt Street, Apt. 22, under a lease agreement dated April 1, 2010.

[Tell what your problem is] This letter is to follow up on our April 16, 2010 letter to you asking for your immediate attention to the lack of hot water in our apartment. Since April 13, 2010 we have been unable to use the apartment because the broken hot water heater did not allow us to use the bath or wash our dishes, cooking utensils and clothing.

[Say that the problem has not been fixed and the apartment is uninhabitable] You have an obligation as the landlord to provide us an apartment with hot water. By not repairing the defective hot water heater you have broken the lease.

[Tell what you are going to do] Therefore, we are not going to pay the rent for the month of May, 2010 because of your failure to repair the hot water heater. We have the money for rent and request that you meet us at (name of bank) on (insert date) to sign the paperwork necessary to set up an escrow county as recommended by our lawyer.

Sincerely,

[Your (tenant's) name and address]

Tammy and Joe Thompson
555 Roosevelt Street, Apt 22
Anytown, PA 19999

Letter for Non-Section 8 Tenant to Send to New Owner

May 20, 2011

[Mr. or Ms. and the new owner's name and address]

Mr. John Smith
Sunnydale Apartments
250 Main Street
Anytown, PA 19999

Dear Mr. Smith:

[Say who you are and why you are writing] I am a tenant at _____ (address, including apartment number if applicable). I am writing this letter in response to the notice of termination I received from you dated _____ (date of notice received).

[Describe the Protecting Tenants at Foreclosure Act] The Protecting Tenants at Foreclosure Act (PTFA), P.L. 111-22, §§ 701-704 (May 20, 2009) as amended, applies to state eviction proceedings.¹ This law requires that a person or entity (including a bank) that becomes the new owner of a residential rental property as the result of a foreclosure honor existing leases with a fixed term until the end of the lease term.

The law also mandates that, no matter what the lease term, the new owner must provide the tenant(s) in the property with at least 90 days' notice before requiring the tenant(s) to vacate the property. There is an exception in the law for new owners who will live in the unit as their primary residence. While such owners are not required to honor the existing lease until the end of its term, they must still provide at least 90 days' notice before requiring a tenant to leave.

All bona fide leases entered into before the date on which complete title is transferred to the new owner are covered by the law. The 90-day period cannot start until the date on which complete title is transferred to the new owner and the new owner properly serves the tenant with a 90-day notice to vacate.

[Tell what you are going to do] Since the notice sent on _____ (date of notice received) does not comply with this law, I consider the notice to be void and ineffective.

Sincerely,

(name of tenant)

¹ The Dodd-Frank Wall Street Reform and Consumer Protection Act, P.L. 111-203 (July 21, 2010), in § 1484, clarified and amended the PTFA.