

Sample Letters

First request for repairs to landlord

March 11, 2016

[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, 2014.

[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, 2016.

Sincerely,

[Your (tenant's) name and address]

Susan and Fred Jones 150 Broad Street, Apt 15
Anytown, PA 19999
555-555-5555

Move out letter after landlord fails to make critical repairs

March 21, 2016

[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, 2014.

[Tell again what your problem is] On March 11, 2016, 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, 2016. 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 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, 2016.

Last, we request return of our security deposit of \$550 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 landlord when tenant does repairs

March 27, 2016

[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, 2016.

[Describe your problem] Since March 18, 2016 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, 2016, 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, 2016

[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, 2016.

[Say that the he has not fixed the problem] On March 20 and 22, 2016 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, 2016, 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, 2016 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, 2016

[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, 2016.

[Tell what your problem is] This letter is to follow up on our April 16, 2016 letter to you asking for your immediate attention to the lack of hot water in our apartment. Since April 13, 2016 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, 2016 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 account as recommended by our lawyer.

Sincerely,

[Your (tenant's) name and address]

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

Request for Reasonable Accommodation

Date _____

Landlord's Name _____

Address _____

Dear _____:

I am your tenant at _____. I qualify as a disabled person according to the Fair Housing Act and the Pennsylvania Human Relations Act.

I am requesting a reasonable accommodation in order to have an equal opportunity to use and enjoy my apartment. I believe the reasonable accommodation will _____.

Housing providers are required to make "reasonable accommodations in rules, policies, practices, or services, when such accommodations may be necessary to afford [a disabled] person equal opportunity to use and enjoy a dwelling." The Fair Housing Act, 42 U.S.C. §3604 and/or the Pennsylvania Human Relations Act, 43 P.S. §955(h)(32).

I am requesting the following accommodation: _____. I need this accommodation because:

_____.

Please respond to my request in writing within ten (10) days. You may not inquire as to the nature or severity of my disability.

Sincerely,

(Signature) _____

Date _____

Name _____

Address _____

Telephone _____

Request for Repairs

Date _____

Landlord's Name _____

Address _____

Dear _____:

I/we, _____ am/are your tenant at _____. Our lease started on _____.

We have asked for repairs that are important for our health and safety. The repairs that are most urgent and need to be fixed right away are:

_____.

We request that you fix the problem as soon as possible; not later than _____.

Sincerely,

(Signature) _____

Date _____

Name _____

Address _____

Telephone _____

This handout contains a general statement of the law and should be used only as a guide.

It should not be considered legal advice because everyone's case is different.

The complete Self-Help Handbook for Tenants is available in electronic format

at <http://www.northpennlegal.org> in our Resources Section.

NPLS videos on rental housing are available on our website and at many area libraries