

Sample Letter: Disputing a Debt with a Collection Agency

[Date]
[Collection Agency Name]
[Collection Agency Address]
[Re: Your account number, if known]

To Whom It May Concern:

I wish to dispute the following charges that your company is attempting collection of:
[List charges]

I dispute the charges for the following reason(s):
(The following is an example, insert your own history here):

The Glendale Apartments have alleged that I owe \$450 for replacement of the carpet. However, I did not cause any damage to the carpet, and there was no need to replace it. Perhaps your agency is unaware that according to Washington State law (RCW 59.18.280), "no portion of any deposit shall be withheld on account of normal wear and tear resulting from ordinary use of the premises." My use of the carpet did not go beyond normal wear and tear. I have enclosed a copy of the law for your information. Additionally, according to the law, the landlord must send me an itemized list of deductions from my deposit within 14 days. The Glendale Apartments failed to do this, as they did not notify me of any debt until 4/10/03, which is 31 days after I moved out. Therefore, according to law, they have forfeited any rights to my deposit. I may in fact choose to pursue my deposit in court.

I have attached all relevant documents and correspondence, including a copy of my move-in checklist which states that there were stains on the carpet at the time of move-in. I have also attached an excerpt from The Fair Debt Collection Practices Act, and would like to remind you that the Glendale Apartments must now provide you with proof of this "damage" for you to continue to collect this debt.

Sincerely,

[Your Name]
[Your Address]

Encl.

CC: Glendale Apartments

THE FAIR DEBT COLLECTION PRACTICES ACT

As amended by Public Law 104-208, 110 Stat. 3009 (Sept. 30, 1996)

TITLE VIII - DEBT COLLECTION PRACTICES [Fair Debt Collection Practices Act]

§ 809. Validation of debts [15 USC 1692g]

(a) Within five days after the initial communication with a consumer in connection with the collection of any debt, a debt collector shall, unless the following information is contained in the initial communication or the consumer has paid the debt, send the consumer a written notice containing --

- (1) the amount of the debt;
- (2) the name of the creditor to whom the debt is owed;
- (3) a statement that unless the consumer, within thirty days after receipt of the notice, disputes the validity of the debt, or any portion thereof, the debt will be assumed to be valid by the debt collector;
- (4) a statement that if the consumer notifies the debt collector in writing within the thirty-day period that the debt, or any portion thereof, is disputed, the debt collector will obtain verification of the debt or a copy of a judgment against the consumer and a copy of such verification or judgment will be mailed to the consumer by the debt collector; and
- (5) a statement that, upon the consumer's written request within the thirty-day period, the debt collector will provide the consumer with the name and address of the original creditor, if different from the current creditor.

(b) If the consumer notifies the debt collector in writing within the thirty-day period described in subsection (a) that the debt, or any portion thereof, is disputed, or that the consumer requests the name and address of the original creditor, the debt collector shall cease collection of the debt, or any disputed portion thereof, until the debt collector obtains verification of the debt or any copy of a judgment, or the name and address of the original creditor, and a copy of such verification or judgment, or name and address of the original creditor, is mailed to the consumer by the debt collector.

(c) The failure of a consumer to dispute the validity of a debt under this section may not be construed by any court as an admission of liability by the consumer.