**Small Claims Court -- 30 Day Demand Letter**

If you are unable to resolve a complaint with a merchant informally, and we here at the CAC are not able to resolve the problem for you, then you may decide to take legal action.

Small Claims Court is often the best way to go, as long as the dispute is $7,000 or less. For larger disputes, you may be best advised to file in District or Superior Court.

For information about the Small Claims process, see the Links page of our website

Unfair or deceptive practices by a business can be a violation of the Massachusetts Consumer Protection Act. If you want to pursue a Small Claims or another court action, State law requires you to send the business a letter 30 days before filing a claim in court. The letter must outline your complaint, the harm you suffered, and how you want the problem resolved. This is called a 30-Day Demand Letter. The business must make a good faith response within 30 days, or it could subject him/her to triple damages and attorney's fees.

You must send a 30 Day-Demand Letter regardless of which Court you plan to use (Housing, District, Small Claims, etc.). You do not need to send this letter if the merchant does not maintain a place of business or keep assets within Massachusetts. You also do not need to send this letter if you assert the claim in a counterclaim or cross-claim response to a merchant taking legal action against you.

**Information that must be included in the 30-Day Demand Letter**

To meet your legal obligations, include the following information in your 30-Day Demand Letter:

1. **Your full name and address**
2. **The description of the unfair or deceptive act or practice** including all the unfair or deceptive practices claimed, the dates involved in the transaction, and any other important facts. If you know the regulation number of the regulation violated, you may wish to include it. However, you are not limited to written regulations or laws.
3. Clearly explain the **injury you suffered** as a result of the unlawful act such as:
	* Failure to return a security deposit which results in the loss of money.
	* Sale of a defective household appliance results in the ownership of a useless and worthless product.
	* Failure of an appliance repair person to repair a broken appliance that results in payment for services improperly performed.
	* Purchase of goods through "bait and switch" tactics results in owning unwanted goods which are more expensive than originally planned.
4. **The demanded relief,** including the amount of money you are demanding to recover or the service you are seeking, such as completion of a car repair so the vehicle passes inspection.

Although it is not required by law, the 30-Day Demand Letter should be sent by certified mail, return-receipt requested, so that you will have proof of delivery. Keep a copy for your files.

**Written Offer of Settlement**

Once you mail your 30-Day Demand Letter, the business has 30 days to respond in writing. You then must decide to either reject or accept an offer, if any.  If you reject an offer which the Court later finds to be reasonable, then the Court may limit the amount of money you can collect. The Court may limit your recovery to the amount the merchant originally offered to you.

If the merchant never sent a settlement offer or sent you an unreasonable offer, the Court may rule in your favor. You then may be able to recover your actual monetary damages, or $25, whichever is greater.

The Court may also find that the merchant's violation of the Consumer Protection Act was "willful or knowing," or that the merchant's refusal to settle with you was made in bad faith. In either case, you may receive between two and three times the amount of your actual damages, or $25, whichever is greater.

If the Court finds in your favor, you are entitled to reasonable attorney's fees and costs. However, the Court may not award you attorney's fees if you initially rejected a reasonable settlement offer.