October 11, 2022

*SENT VIA CERTIFIED US MAIL RETURN RECEIPT REQUESTED*

[LANDLORD]

[LANDLORD’S ADDRESS]

Re: [COMPLEX NAME, UNIT #] - Security Deposit Return

Dear [LANDLORD],

[I am/We are] the former residents of your home located at [address] in Austin, TX. My/Our lease expired on [date]. On that date I/we surrendered the unit and returned the keys. Before the start of the lease, I/we paid a $X security deposit which I/we expected to be returned in-full based on the care and consideration I/we took with the home. On [date] I/we provided a mail forwarding address for return of the deposit. The lease agreement states the deposit would be returned within 30 days from the date I/we moved out. It has been more that [X days/weeks/months] since I/we moved out but I/we have not received our deposit or an itemized description of deductions.

Under Texas law, a landlord who fails to either return a security deposit or to provide a written description and itemization of deductions *on or before the 30th day* after the date the tenant surrenders possession is presumed to have acted in bad faith. (Texas Property Code section 92.109(d).) A landlord who in bad faith retains a security deposit is liable for three times the amount of the wrongfully withheld portion of the deposit and the tenant's attorney's fees in a suit to recover the deposit. (Section 92.109(a).) Furthermore, a landlord who in bad faith does not provide a written description and itemized list of damages and charges forfeits the right to withhold any portion of the security deposit or to bring suit against the tenant for damages to the premises and is liable for the tenant's reasonable attorney's fees in a suit to recover the deposit. (Section 92.109(b).)

I/We surrendered the property on [date] and provided a mail forwarding address in writing on [date]. It has been [X days/weeks/months] since I/we moved out and we have not received our deposit or an itemized description of deductions. Thus, it is presumed that you have acted in bad faith in withholding my/our deposit and forfeited the right to withhold any portion or bring suit for damages.

A landlord who in bad faith withholds a tenant’s security deposit can be held liable for three times the improperly withheld amount, plus $100, plus reasonable attorney’s fees and court costs. While I/we have the right to pursue those remedies, I/we will accept return of our deposit in full as final resolution of this matter. Please provide a check for the full deposit amount ($X) to the address below within 10 days of receipt of this letter. Otherwise, I/we see no other choice but to proceed with legal action and seek all available remedies.

Sincerely,

[TENANT(S)]

Cc: [PROPERTY MANAGER]