

Demand Letter: Security Deposit

You can use this form letter to demand the return of your security deposit. You can send it to the manager of the property, the management company, and even the owner of the property. Hopefully, a landlord will be reasonable and consider resolving your complaint without further incident. It is certainly easier, cheaper and faster to work out a problem without getting the courts involved. But, if the landlord is stubborn and wants to take you for as much money as possible you might consider filing suit in justice court.

Once the form is printed you will need to fill in these blanks in the form:

- 1 The first blank at the top of the form is the Date. Put in the date you are filling out the form.
- 2 The next blank is Certified Mail Number on the left side of the form. (It costs about \$2.50 to send a letter certified, but you will get a card back in the mail that proves the landlord got your letter.) When you are at the post office, they will give you a green label that you will attach to your envelope. On the label is a certified mail number. Put that number in your notice letter. (You will also have to put that number on the green card you attach to the back of the envelope.) It is not absolutely necessary that you send this letter certified (in fact the law does not require that you send this letter at all.)
- 3 The landlord's name can be the manager of the complex, the name of the complex, the owner, or the management company. (You have a right to know the name and address of the owner of the property and the management company if there is one. See Ownership for details on obtaining this information.)
- 4 Then sign your name at the bottom. Print your name, complete address and phone number below your signature.
- 5 Make a copy of the form for your records. Landlords often fail to admit they receive anything from tenants.

Date: _____

Certified Mail Return Receipt Requested

(Landlord)

(Landlord Address)

(Landlord City, State, Zip)

Re: Demand of Security Deposit

Greetings:

As you know, I gave you a security deposit when I entered the lease agreement with you. Either you have not returned the deposit at all or you have improperly made deductions from the deposit. I request an explanation at your earliest convenience. If you fail to offer a reasonable explanation I will consider filing suit in court.

Please note that if you retain a security deposit in bad faith you are liable for an amount equal to \$100, three times the portion of the deposit wrongfully withheld, and my attorney fees and court costs. See Texas Property Code Section 92.109. (This is not intended to be legal advice to you; consult your own attorney.)

Thanks for your prompt attention.

(Your Signature)

(Your Printed Name)

(Your Address)

(Your City, State, Zip)

(Your Phone Number)