

A Quick and Easy Guide to - Texas Security Deposits -

Overview

A security deposit is money paid to a landlord to secure a rental property.¹



Security deposits differ from non-refundable application and processing fees.²



The prepayment of rent is not a security deposit.³



All security deposits are refundable in Texas, even if the landlord says otherwise.⁴



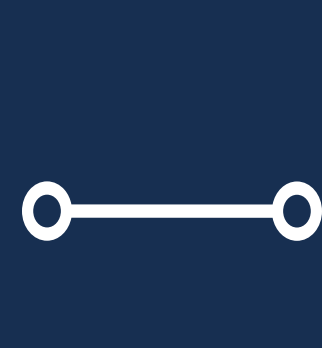
How to Get a Security Deposit Back

Tenant Rights and Landlord Obligations



Photos

Take pictures of your rental property when you *move in*.



Condition

Leave the property in good condition when you move and return all keys and access devices.⁵



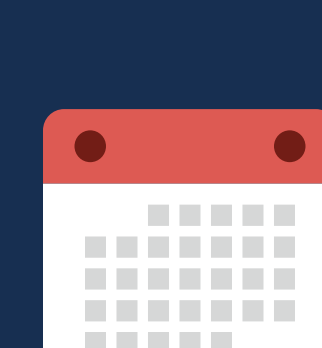
Notice

Give your landlord written notice of your forwarding address.⁶



Photos

Take pictures of the property when you *move out*.



30 Days

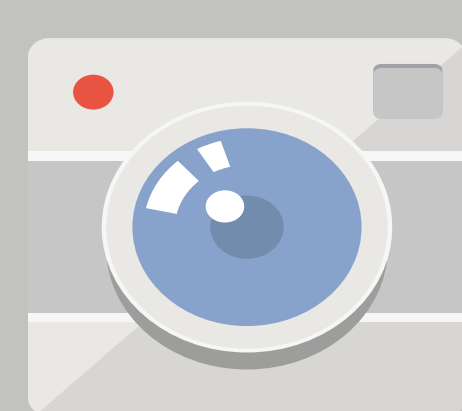
Your landlord has 30 days to refund your deposit, minus any repair costs.⁷



Action

If your landlord does not comply, first, speak with him or her. If the issue is not resolved, you may need to file a lawsuit.⁸

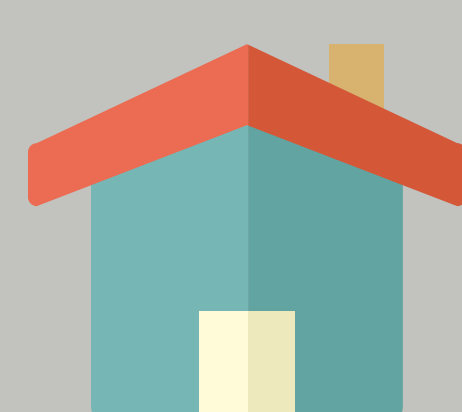
Photos



STEP 1

- ✓ When you move in, take photographs of the rental property for documentation.

Condition



STEP 2

- ✓ Leave the property in good condition.
- ✓ Return all keys and access devices to your landlord.
- ✓ Normal wear and tear is not considered damage to the unit.⁹

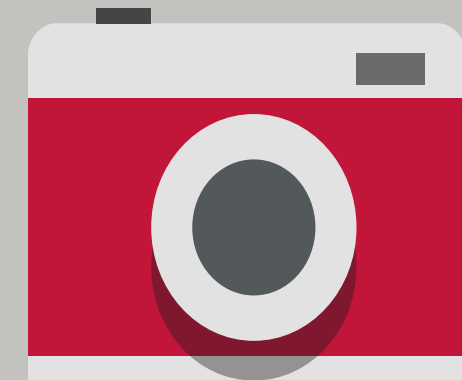
Notice



STEP 3

- ✓ Give your landlord *written* notice of your forwarding address.¹⁰
- ✓ If you have already moved, use certified mail to send the notice.
- ✓ Ensure you have documentation that your landlord received the notice.

Photos



STEP 4

- ✓ Take photographs of the property before you turn in the keys.
- ✓ Documentation of any potential deductions is important.
- ✓ If your landlord fails to refund your deposit or makes wrongful deductions, the photographs will help in any future legal action.

30 Days



STEP 5

- ✓ Your landlord has 30 days from your move out date to refund your deposit.¹¹
- ✓ Your landlord may make deductions for property damage.¹²
- ✓ Your landlord is not required to provide an itemized list of deductions, but most do anyway.¹³
- ✓ Your landlord cannot make deductions for normal wear and tear, which is "any deterioration that results from the intended use of a dwelling."¹⁴

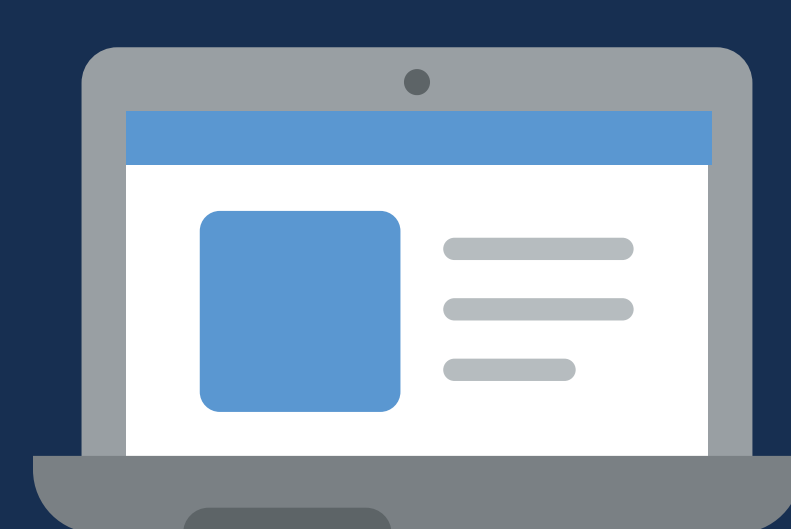
Action



STEP 6

- ✓ First, speak with your landlord about any deductions.
- ✓ Landlords will often simply correct any errors.
- ✓ If the landlord does not correct the error and you believe the deposit was wrongfully withheld, you may file a suit against the landlord in Justice Court.¹⁵

Sources



1. Tex. Prop. Code Ann. § 92.102.

2. *Id.*

3. Tex. Prop. Code Ann. § 92.351(a), (b).

4. Tex. Prop. Code Ann. § 92.006(a).

5. Tex. Prop. Code Ann. § 92.104(b).

6. Tex. Prop. Code Ann. § 92.107(b).

7. Tex. Prop. Code Ann. § 92.103.

8. Tex. Prop. Code Ann. § 92.109.

9. Tex. Prop. Code Ann. § 92.001(4).

10. Tex. Prop. Code Ann. § 92.107.

11. Tex. Prop. Code Ann. § 92.107.

12. Tex. Prop. Code Ann. § 92.104.

13. *Id.*

14. Tex. Prop. Code Ann. § 92.001(4).

15. Tex. Prop. Code Ann. § 92.109.

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