



What Can I Do If My Landlord Does Not Return My Security Deposit?

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One of the unfortunate trends of these difficult financial times is the increase in landlords failing to return security deposits to renters. Although rental deposits are supposed to be held in trust for tenants, many landlords are finding themselves in financial difficulties and are dipping into those funds, and are then unable to refund them when renters move out of the property.

Under Texas law, a landlord has 30 days to return a security deposit, along with an explanation of any fees or charges withheld from the deposit. The tenant is required to provide a forwarding address so that the deposit can easily be returned. The landlord is forbidden to deduct any amount for "normal wear and tear." However, damage beyond normal wear and tear can be deducted, as can delinquent rent and some other items, such as cleaning costs. The provisions of a particular lease may contain other terms concerning deductions from rental deposits, but cannot change the legal requirement of returning the deposit within the 30-day period with the explanation of deductions.

If a landlord fails to return the deposit within 30 days, a renter is entitled to damages of \$100, plus triple the amount of the deposit, and any reasonable attorney's fees and costs incurred in collecting the debt. While a former tenant can sue the landlord in small claims court, the provision for attorney's fees allows tenants who otherwise could not afford legal help to secure the services of an attorney.

If you are experiencing problems getting your deposit returned from a former landlord, you should seek the advice of a consumer lawyer immediately. Often, a demand letter from an attorney is enough to

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persuade the landlord to return your money. And if not, the attorney can assist you in either representing yourself in small claims court or possibly represent you in an action against the landlord.