Jordan Miller
2210 Elm Street | Apt 4B | Dallas, TX 75201

FORMAL DEMAND FOR RETURN OF SECURITY DEPOSIT

Final notice before filing in small claims court

October 1, 2026

VIA USPS CERTIFIED MAIL

Lakeview Property Management
800 Commerce Street
Suite 300
Dallas, TX 75202

SAMPLE - FICTIONAL NAMES AND ADDRESSES

Amount demanded	**$1,850.00**
Rental property	**1529 Paluxy Drive, Dallas, TX 75203**
Move-out date	**August 10, 2026**
Landlord's legal deadline	**September 9, 2026 (passed)**
Governing law	**Texas Property Code §§ 92.103-92.109**
Potential landlord liability	**$5,650.00 plus attorney's fees**
Payment due	**Within 14 days of receipt of this letter**

Re: Return of security deposit for 1529 Paluxy Drive, Dallas, TX 75203

Dear Lakeview Property Management,

I was your tenant at the property above and moved out on August 10, 2026. I paid a security deposit of $1,850.00. To date, I have not received any part of my deposit.

Under Texas Property Code § 92.103, a landlord must refund the security deposit on or before the 30th day after the tenant surrenders the premises, and under § 92.104 must give the tenant a written description and itemized list of all deductions. Under § 92.107, this letter also serves as written notice of my forwarding address.

Based on my move-out date, that 30-day deadline was September 9, 2026. It has passed, and the balance of my deposit has not been returned.

Under § 92.109(d), a landlord who fails to return the deposit or provide that itemized list on or before the 30th day is presumed to have acted in bad faith. Under § 92.109(a), a landlord who in bad faith retains a deposit is liable for $100, three times the portion wrongfully withheld, and the tenant's reasonable attorney's fees, which here could amount to $5,650.00 plus attorney's fees.

I demand that you send $1,850.00 to me at the address above within 14 days after you receive this letter. If I do not receive payment by then, I intend to file a claim in small claims court to recover my deposit and any additional damages, costs and fees allowed by Texas law. I am keeping a copy of this letter and the certified mail record as proof of delivery.

Sincerely,

Jordan Miller

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