

# Tenant Rights under Texas Law

In Texas, landlords owe two essential duties to tenants. The first is a duty to make repairs and the second is a duty to return the security deposit within thirty days of departure.

## **Landlord duty to make repairs**

The landlord has a duty to make repairs when the following conditions are met.

The tenant, who is current on all rent payments, notifies the landlord in writing of the repairs needed and such condition:

- 1) affects the health or safety of such tenant; or
- 2) arises from the landlord's failure to maintain in good operating condition a device to supply hot water of a minimum temperature of 120 degrees Fahrenheit.

Unless the problem is caused by normal wear and tear, the landlord has no duty to make repairs for conditions caused by:

- the tenant
- an occupant of the apartment
- a member of the tenant's family
- a tenant's guest

## **Landlord duty to return security deposit**

Landlords are required to refund a security deposit to a tenant on or before the 30th day after the date of departure. Upon departure, the tenant should provide

written notice (certified mail return receipt requested) to the landlord requesting the return of the security deposit.

Before returning a security deposit, the landlord may, however, deduct from the deposit damages and charges for which the tenant is obligated for under the lease or as a result of breaching the lease. The landlord may NOT retain any portion of a security deposit to cover normal wear and tear.

If the landlord retains all of the security deposit, the landlord is required to provide a written description and itemized list of all deductions unless:

- 1) the tenant owes rent upon her departure; and
- 2) there is no controversy concerning the amount of rent owed.

## **Presumption of bad faith**

A landlord who fails either to return a security deposit or to provide a written description and itemization of deductions on or before the 30th day after the date of departure is presumed to have acted in bad faith.

If the matter is taken to court, the landlord now has the burden to demonstrate that he acted in good faith in a judicial proceeding. If the landlord does not establish that he acted in good faith then he is subjected to the following damages:

- o \$100 plus three times the portion of the security deposit wrongfully withheld; and
- o the tenant's reasonable attorneys' fees.

At [DiFilippo Holistic Law Center](#), we want to make landlord tenant matters as easy as possible to navigate, at rates affordable to you. We offer our legal advice along with the documents you need to resolve all of the most common landlord tenant issues, with a goal to make landlord tenant matters convenient for every Texan.

Take a look at our [Texas Landlord Tenant Law](#) page to choose a service and easily start resolving your issue.

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