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Tenant Damage Charge Summary

Under Texas Property Code §92.104, landlords may deduct from a tenant's security deposit only for:

- Unpaid rent
- Damage beyond normal wear and tear
- Reasonable charges outlined in the lease

Texas Justice of the Peace (JP) courts require landlords to use industry-accepted standards when assessing tenant responsibility for damage. Charges must be reasonable, proportional, and based on the age and condition of the item. Texas JP courts consistently uphold the position that items beyond their useful life may not be charged to the tenant for replacement, as they have already delivered their expected value. However, these same courts recognize that a tenant may still be held financially responsible for excessive damage that forces early replacement or renders the item unusable, even near or beyond its life expectancy.

Charges for fully depreciated items will only be applied when:

- The damage goes well beyond normal wear and tear;
- The lease assigns care or responsibility to the tenant;
- There is photographic or documented proof that the damage caused a loss of function or condition beyond age-related wear.

In all other cases, no charge will be assessed for items beyond their useful life, in accordance with Texas case history and JP court practices.

To remain compliant and avoid disputes, RE Solutions XV applies standardized formulas to calculate tenant charges for damage to carpet, paint, and grass.

Carpet Damage Charge Formula

Useful Life:

- Carpet: 5 to 7 years (JP courts typically accept 5 years for synthetic carpet)

Formula: Tenant Charge = Replacement Cost × % Life Remaining × Damage Factor

Breakdown:

- Replacement Cost = Total cost to replace carpet
- % Life Remaining = $(5 - \text{Carpet Age}) \div 5$
- Damage Factor =
 - 1.0 = Severe (urine, feces, extreme staining)
 - 0.75 = Heavy
 - 0.5 = Moderate
 - 0.25 = Light

Note: For extensive damage to older carpet (e.g., fully depreciated), Texas JP courts typically allow charges of 10–20% of replacement cost when excessive damage can be clearly documented.

Interior Paint Damage Charge Formula

Useful Life:

- Paint: 3 to 5 years (JP courts generally accept 4 to 5 years)

Formula: Tenant Charge = Replacement Cost × % Life Remaining × Damage Factor

Breakdown:

- Replacement Cost = Total cost to repaint
- % Life Remaining = $(5 - \text{Paint Age}) \div 5$
- Damage Factor =
 - 1.0 = Severe (excessive nail holes, stains, crayon/marker)
 - 0.75 = Heavy
 - 0.5 = Moderate
 - 0.25 = Light

Note: For paint that is nearing the end of its life (e.g., 4–5 years old), courts may permit charges between 10–25% of the repaint cost, as long as the damage is beyond normal wear and supported by inspection reports.

Grass Damage Charge Formula

Legal Standard:

There is no fixed life expectancy for grass, but tenants can be charged for excessive lawn damage if:

- The lease assigns yard maintenance to the tenant
- Damage is due to neglect or abuse (e.g., pet waste, failure to water, trash left on lawn)

Formula: Tenant Charge = Sod Replacement Cost × % Coverage Damaged × Damage Factor

Breakdown:

- Sod Replacement Cost = Cost per square foot (typically \$1.00–\$2.50 in San Antonio)
- % Coverage Damaged = Estimated portion of the yard affected
- Damage Factor =
 - 1.0 = Severe (total neglect, pet damage)
 - 0.75 = Heavy
 - 0.5 = Moderate
 - 0.25 = Light

Note: Charges for grass replacement are generally accepted when clearly attributed to tenant behavior. In cases of extensive neglect, it is reasonable to charge for full replacement of the affected area, as calculated by this formula.

Guidance on Higher Percentage Charges

In situations where the item is fully or mostly depreciated, and the damage is clearly excessive and well-documented, higher charges in the range of 10–25% of the total replacement cost may be justified. This is especially true when the tenant's actions directly led to the need for early replacement (e.g., severe pet damage, intentional defacement, or neglect).

However, while JP courts in Texas may accept these higher percentages, they do so only when the charges are:

- Supported by clear evidence (photos, inspection notes, and lease terms)
- Calculated using a consistent, fair formula
- Proportional to the damage, not the full cost of replacement

If there is any doubt about the extent of damage or if documentation is limited, it is recommended to default to a lower percentage to remain on firm legal ground. Overstated charges, particularly for aged or moderately worn items, may be reduced or dismissed in court.

Tenant Recourse and Legal Follow-Up

Even if a tenant does not voluntarily pay a disputed charge, they still have legal options available under Texas law. A tenant who believes they were charged unfairly can:

- File a lawsuit in Justice of the Peace (JP) court under Texas Property Code §92.109 to recover part or all of their security deposit if they believe deductions were unreasonable or unsupported.
- Request documentation related to the charges. If the landlord fails to provide a proper itemized deduction list within 30 days of move-out (or does not support the charges), the tenant may be awarded three times the amount wrongfully withheld, plus court costs and attorney's fees.

- Dispute charges with credit bureaus or collection agencies, especially if the landlord attempts to collect after move-out. This may trigger an investigation or formal review requiring the landlord to provide all supporting records.

For these reasons, RE Solutions XV maintains a policy of applying only fair, well-documented, and legally defensible charges to tenant accounts.

Collection Policy

RE Solutions XV does not submit tenant accounts to collections for damage charges that may be considered excessive, questionable, or not fully supported by documentation. If a property owner believes that further action should be taken beyond what RE Solutions XV deems legally defensible, it is the owner's responsibility to pursue collection independently.

This policy helps preserve the credibility and effectiveness of our collection process by ensuring that only charges which are clearly reasonable and supported by documentation are escalated. It also protects the integrity of our client relationships and minimizes legal risk to all parties involved.

Compliance Note

These formulas and guidelines are based on Texas Property Code and long-standing JP court rulings. They protect both the landlord and tenant by ensuring:

- Fair and consistent assessment practices
- Documented support for each charge
- Reduced risk of deposit disputes or court loss

Photos, move-in and move-out inspections, and vendor invoices should always accompany charges when applicable.