

CAUSE NO. J5-CV-26-081744

ASHLEY TORRES,
Plaintiff,

IN THE JUSTICE COURT

v.

PRECINCT 5

HILL COUNTRY PROPERTIES LLC,
Defendant.

TRAVIS COUNTY, TEXAS

DEFENDANT'S ORIGINAL ANSWER

TO THE HONORABLE JUDGE OF SAID COURT:

Defendant Hill Country Properties LLC (“Defendant”) files this Original Answer to the Petition of Plaintiff Ashley Torres (“Plaintiff”) and would respectfully show the Court as follows:

I. GENERAL DENIAL

Pursuant to Texas Rules of Civil Procedure applicable in justice court, Defendant generally denies each and every allegation contained in Plaintiff's Petition and demands strict proof thereof by a preponderance of the credible evidence.

II. DEFENSES

Without waiving the foregoing general denial, and in further response to the Petition, Defendant shows the Court as follows:

1. Timely Accounting. Defendant provided Plaintiff a written description and itemized list of deductions from the security deposit, together with a refund check for the undisputed balance, by both certified mail (USPS No. 9407 1103 6221 0035 8814 22, postmarked June 10, 2026) and email, on June 10, 2026 — four days before the expiration of the thirty-day period prescribed by Section 92.103(a) of the Texas Property Code, measured from Plaintiff's May 15, 2026 surrender of the premises. Defendant thereby discharged its obligations under Section 92.104(c), and the accounting is presumed timely under Section 92.1041 of the Texas Property Code, which deems an accounting made when postmarked on or before the required date.

2. No Forwarding Address Provided. Plaintiff vacated the premises without providing Defendant a written statement of her forwarding address, as required by Section 8 of the Lease and Section 92.107(a) of the Texas Property Code. Under Section 92.107(a), a landlord is not obligated to return a security deposit or provide a description of deductions until the tenant furnishes a written forwarding address. Defendant nonetheless voluntarily sent the accounting and refund check to Plaintiff's last known address and email on file. The certified letter was returned unclaimed solely as a result of Plaintiff's own failure to leave a forwarding address with the United States Postal Service or with Defendant, and any resulting delay is attributable to Plaintiff, not Defendant.

3. No Bad Faith. Any presumption of bad faith under Section 92.109(d) of the Texas Property Code is rebutted by the undisputed fact that Defendant mailed and emailed the written itemized accounting before the statutory deadline. Defendant further shows that it acted with continuing good faith by preparing a dated photographic inventory of the unit's condition the day after move-out, obtaining independent contractor estimates prior to finalizing any deduction, and voluntarily accounting to Plaintiff despite her noncompliance with Section 92.107.

4. Deductions Properly Itemized and Supported. The \$1,683.00 in deductions taken from Plaintiff's \$2,850.00 deposit represent damages to the premises beyond normal wear and tear for which Plaintiff is legally liable under the Lease, including but not limited to pet urine damage to carpet and carpet padding in two bedrooms, damaged window blinds, and cleaning beyond standard turnover, as documented by dated photographs (including ultraviolet-light photography), the parties' Move-In Condition Report of August 1, 2024, and itemized third-party contractor

invoices. These deductions were lawfully taken and properly itemized under Section 92.104 of the Texas Property Code, and no portion of the deposit was withheld for normal wear and tear.

5. Tender. Defendant has tendered, and hereby re-tenders, payment of \$1,167.00 to Plaintiff, representing the undisputed balance of the security deposit after lawful deductions, and pleads such tender in mitigation of any damages or penalties that might otherwise be claimed.

6. No Attorney's Fees Recoverable by Pro Se Plaintiff. Plaintiff appears pro se and has incurred no attorney's fees; accordingly, no attorney's fees are recoverable by Plaintiff as a matter of law.

III. PRAYER

WHEREFORE, PREMISES CONSIDERED, Defendant Hill Country Properties LLC prays that Plaintiff take nothing by this suit, that Defendant recover its costs of court, and for such other and further relief, at law or in equity, to which Defendant may show itself justly entitled.

Respectfully submitted,

[Attorney Name]
[Firm Name]
[Address]
[Phone / Email]
Counsel for Defendant Hill Country Properties LLC

CERTIFICATE OF SERVICE

I certify that a true and correct copy of the foregoing Answer was served on Plaintiff, Ashley Torres, at 7008 Cameron Road, Apt 1109, Austin, TX 78752, and by email to ashleyt.austin@gmail.com, on this ____ day of _____, 2026, in accordance with the Texas Rules of Civil Procedure.

[Attorney Name]