

LAW FIRM LETTERHEAD

July 24, 2026

**VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED
AND EMAIL (dfowler@lonestarresllc.com)**

Lonestar Residential LLC
Attn: Derek Fowler, Managing Agent
8900 Menchaca Rd, Suite 210
Austin, TX 78748

Re: Demand for Return of Security Deposit — Marcus Webb / 2204 E. Riverside Dr., Apt. 14, Austin, TX 78741

Dear Mr. Fowler:

This firm represents Marcus Webb regarding the security deposit held by Lonestar Residential LLC ("Lonestar") in connection with the above-referenced tenancy. This letter constitutes formal demand for return of the deposit, together with the statutory damages, penalties, and attorney's fees to which Mr. Webb is entitled under Chapter 92 of the Texas Property Code.

Background

Mr. Webb leased Apartment 14 at 2204 East Riverside Drive from June 1, 2025 through May 31, 2026, paying a security deposit of \$2,400.00 at signing and timely rent of \$1,600.00 per month throughout the tenancy without exception.

On May 31, 2026, Mr. Webb surrendered the premises and, together with your leasing manager, Priya Chandrasekaran, performed a joint move-out walkthrough. Ms. Chandrasekaran noted in writing on the Move-Out Acknowledgment and Forwarding Address Statement that the unit was in **"good order, standard cleaning only,"** and identified no damage. On that same document, Mr. Webb provided his forwarding address in writing, as required by Section 92.107 of the Texas Property Code, satisfying any condition precedent to Lonestar's refund obligation.

Mr. Webb followed up in writing on June 15 and again on June 29, 2026, and telephoned your office twice, and was told only that the matter was "in processing." On July 10, 2026, Mr. Webb received an unsolicited text message from you stating that there were "significant damages" and "cleaning costs" and that he "shouldn't expect much back." To date, Lonestar has provided no written description or itemized list of any claimed deductions, and has refunded no portion of the deposit.

We would also note that Mr. Webb submitted a written repair request on April 6, 2026 (Ticket #40317), reporting a failed HVAC system and visible mold growth in the unit — a condition that went unaddressed for approximately one month and was ultimately remedied only after it caused water damage to the unit below. We raise this only to note the pattern of unresponsiveness reflected in Lonestar's handling of this tenancy; it is not the primary basis of this demand.

Lonestar's Statutory Violations

More than 53 days have now passed since Mr. Webb surrendered the premises — well beyond the 30-day period in which Section 92.103(a) of the Texas Property Code requires a landlord to refund a tenant's security deposit. Lonestar has neither returned the deposit nor, as required by Section 92.104(c), provided Mr. Webb with a written description and itemized list of any deductions.

Under Section 92.109(d), a landlord who fails to either return the deposit or provide a written itemized accounting within 30 days of surrender is **presumed to have acted in bad faith**. Lonestar's failure to respond in any documented form for nearly two months — despite an unequivocal, contemporaneous written record that the unit was left in good condition — squarely triggers this presumption, and Lonestar bears the burden under Section 92.109(c) of proving that any retention was reasonable.

Further, because Lonestar has not provided a written itemized accounting, Section 92.109(b) provides that Lonestar **forfeits any right to withhold any portion of the deposit or to bring suit against Mr. Webb for damages to the premises**.

Damages Demanded

Pursuant to Section 92.109(a) of the Texas Property Code, a landlord who in bad faith retains a security deposit is liable for:

- \$100.00, plus
- three times the portion of the deposit wrongfully withheld ($\$2,400.00 \times 3 = \$7,200.00$), plus
- the tenant's reasonable attorney's fees in an action to recover the deposit.

Accordingly, Mr. Webb is entitled to no less than **\$7,300.00**, exclusive of attorney's fees and costs.

Demand

We demand that Lonestar remit payment of \$7,300.00, payable to Marcus Webb, within **fourteen (14) days** of the date of this letter, along with any written accounting Lonestar contends supports a contrary position. Should Lonestar fail to respond or resolve this matter within that time, Mr. Webb is prepared to pursue all available legal remedies, including suit in the appropriate Texas court for the amounts described above, plus attorney's fees and court costs incurred in doing so, and reserves all rights and claims arising from the tenancy, including those related to the delayed HVAC and mold repairs.

We trust this matter can be resolved promptly without the need for litigation. Please direct any response to the undersigned.

Sincerely,

[Attorney Name]
[Firm Name]
Counsel for Marcus Webb

cc: Marcus Webb (client)