

Texas Demand Letter — How to Use & Send It

A short guide to customizing, sending, and documenting your demand letter. **This guide is for you — don't send it. The letter is the separate file in this download.**

How this works: Read this guide, then open the separate demand-letter file. Replace every **[BRACKETED FIELD]** with your own information, and delete any line marked **[OPTIONAL]** that you don't need. The finished letter should read as if you wrote it yourself — no template notes, no logo, no disclaimer.

1. Why send a demand letter

- **It often works.** Many disputes settle once the other side sees a specific number, a firm deadline, and that you're serious about filing.
- **It helps you in court.** Justice Court judges like to see that you tried to resolve things first. Your letter and proof of delivery can become exhibits.
- **Some claims expect it.** Certain Texas claims reward or require written notice before suit (see the optional lines below).

2. Filling it in

- **Facts, dates, and amounts only.** Say what was agreed, what you did or paid, and what they failed to do. Skip insults, threats, and legal arguments — calm letters get taken more seriously and read better as exhibits.
Example of a good fact paragraph: “I loaned you \$2,500, which you agreed in writing to repay by March 1. You have repaid \$500. The remaining \$2,000 is past due.”
- **One total, clearly justified.** Use the itemization table so the other side — and later, a judge — can see how you reached your number. If your claim is a single simple amount, you can delete the table. Keep the total to what you can prove; inflated demands hurt your credibility.
- **Set a real deadline.** 10 to 14 days from the date of the letter is typical. Don't set a deadline you won't act on.
- **Name the right party.** If you dealt with a business, use its exact legal name from your contract, invoice, or the Texas Secretary of State and Comptroller records. If you dealt with a person, use their full legal name.

3. Optional lines (use only if they apply)

- **Interest.** The letter has an optional interest line. Use it only if your written agreement actually sets an interest rate or late fee, and state that rate. If nothing was agreed, leave the line out — Texas pre-judgment interest exists but the rules are technical, so ask a lawyer if it matters to you.
- **Attorney's fees / presentment.** If your claim is based on a contract, Texas law (Civil Practice & Remedies Code Ch. 38) can allow you to recover attorney's fees — but generally only if you are represented by an attorney and the claim stays unpaid for 30 days after you "present" it. The

optional presentment line marks this letter as presenting your claim. If you represent yourself you usually cannot recover fees, so use this line mainly if you may hire a lawyer; talk to one if fees matter.

4. Which court — and how much

Texas **Justice Courts (small claims)** handle money claims up to **\$20,000**. If you're owed more than that, the case belongs in county or district court instead. Either way, confirm the current filing steps, forms, and fees with the specific court before you file — your county Justice of the Peace court's website, or claimreadytx.com.

Only threaten what you can lawfully do. Saying you will file a civil lawsuit is fine. Threatening criminal charges, immigration consequences, or public shaming to collect a debt can expose you to liability. Keep it civil — literally.

5. Send it so you can prove it

- ☐ **Sign and date** the finished letter, and keep an exact copy of it with every enclosure.
- ☐ **Mail it USPS Certified Mail, Return Receipt Requested.** Keep the certified receipt and the green card (or electronic return receipt).
- ☐ **Also send a regular first-class copy.** Certified mail is sometimes refused; the plain copy usually still arrives, and courts know that.
- ☐ **Email a copy too** if you have an address you've used with this person, and save the sent message.
- ☐ **Calendar the deadline.** If it passes with no payment, you can file in the appropriate court.

Watch the clock on your overall claim, too: most Texas contract claims must be filed within four years and many other claims within two, but limitations rules are technical — don't sit on a claim.

Need a different kind of letter? This is the general money-owed version. If your dispute is over a contractor or repair job, a security deposit, or an unpaid invoice, the ClaimReady TX **Demand Letter Pack** includes a letter written for each of those situations, plus a delivery log to track what you send — at claimreadytx.com.

ClaimReady TX · claimreadytx.com. This document is a self-help guide provided for general informational purposes. It is not legal

advice, it is not a substitute for advice from a licensed Texas attorney, and using it does not create an attorney-client relationship.

Court rules, fees, and procedures change and vary by county and precinct — verify details with your Justice of the Peace court

before relying on them. Licensed for the purchaser's personal or single-business use; not for redistribution or resale.