

<https://texasattorneygeneral.gov/cpd/tenant-rights>

Tenant Rights

The relationship between Texas landlords and their tenants is governed by several statutes, particularly Chapter 92 of the Texas Property Code, and by various court rulings. However, the most important source of information about your relationship with your landlord is your rental agreement, whether it is written or oral.

Some landlords prefer oral agreements, but it is more common for them to require your signature on a written lease. Be sure to read the lease carefully before you sign it.

If you want to change a part of the lease, discuss it with the landlord. If the landlord agrees, the two of you should decide how you want to word the change, and then write it into the agreement. Both you and the landlord should then initial the change. For example, many standard leases prohibit pets, but your landlord may be willing to accept a pet if you put down extra money as security.

Peace and Quiet

Your rights as a tenant include the right to "quiet enjoyment," as it is called in the law. This means the landlord cannot evict you without cause or otherwise disturb your right to live in peace and quiet.

If other tenants in your building are disturbing you, you should complain to the landlord. The landlord has a duty to see that you are protected from other tenant's wrongful behavior. Of course, you may not disturb other tenants, either.

Except under certain circumstances and subject to certain conditions, a landlord may not interrupt utilities to a tenant unless the interruption results from bona fide repairs, construction, or an emergency.

Health and Safety

You have a right to demand that the landlord repair any condition that materially affects your health and safety. Under Texas law, by renting you the property, the landlord guarantees that the unit will be a fit place to live.

SB 1448 (81st Regular Session), effective January 1, 2010, now grants justices of the peace authority to order landlords to repair or remedy conditions affecting a tenant's health and safety, as long as the cost of the repair does not exceed \$10,000. Tenants can go to justice court without an attorney to obtain a repair order.

Under certain conditions, you and the landlord may have a written agreement that you will make needed repairs. The landlord does not have a duty to pay for or make repairs if you or your guests cause an unsafe or unhealthy condition through negligence, carelessness, abuse or accident— unless the condition resulted from "normal wear and tear."

Also, the landlord must provide smoke detectors. You may not waive that provision, and you may not disconnect or disable the smoke detector.

Security

Although there are some specific exceptions, under Texas law, a dwelling must be equipped with security devices such as window latches, keyed dead bolts on exterior doors, sliding door pin locks and sliding door handle latches or sliding door security bars, and door viewers.

These devices must be installed at the landlord's expense. If such devices are missing or are defective, you have the right to request their installation or repair.

If You Have Problems

If the landlord won't make repairs needed to protect your health, safety, or security, and you follow the procedures required by law, you may be entitled to:

- End the lease;
- Have the problem repaired and deduct the cost of the repair from the rent; or
- File suit to force the landlord to make the repairs.

You **MUST** Follow These Steps:

1. Send the landlord a dated letter by certified mail, return receipt requested, or by registered mail, outlining the needed repairs. You may also deliver the letter in person. Keep a copy of the letter. Be sure that your rent is current when the notice is received.
2. Your landlord should make a diligent effort to repair the problem within a reasonable time after receipt of the notice. The law presumes seven days to be a reasonable time, but the landlord can rebut this presumption. If the landlord has not made a diligent effort to complete the repair within seven days and you did not have the first notice letter delivered to your landlord via certified mail, return receipt requested, or via registered mail, you will need to send a second notice letter regarding the needed repairs.
3. If the landlord still has not made diligent efforts to repair the problem within a reasonable time after receipt of the notice letter sent by certified mail, return receipt requested or by registered mail, you **may** be entitled to terminate the lease, repair the problem and deduct the cost from your rent, or get a court to order that the repairs be made. You should **consult with an attorney** before taking any of these actions.

Under Texas law, it is illegal for a landlord to retaliate against you for complaining in good faith about necessary repairs for a period of six months from the date you made such a complaint. Of course, you can always be evicted if you fail to pay your rent on time, threaten the safety of the landlord or intentionally damage the property.

You do not have a right to withhold rent because the landlord fails to make repairs when the condition needing repair does not materially affect your health and safety. If you try this method, the landlord may file suit against you.

Recovering Your Deposit. Most landlords require you to pay a security deposit to cover any repairs needed when you move out or to cover your failure to pay the last month's rent. By law, landlords cannot refuse to return the deposit without a valid reason.

Deductions for damages. Under Texas law, you must give the landlord a forwarding address and the landlord must return the deposit — less any amount deducted for damages — within 30 days. If the landlord withholds part or all of your deposit, he or she must give you an itemized list of deductions with a description of the damages.

Normal wear and tear. The landlord may not charge you for normal wear and tear on the premises and may only charge for actual abnormal damage. For example, if the carpet simply becomes more worn because you and your guests walked on it for a year, the landlord may not charge you for a new carpet. If your water bed leaks and the carpet becomes mildewed as a result, you may be charged.

Advance notice requirements. You should check your rental agreement to see if it requires you to give the landlord advance notice that you are moving. Many leases require 30 days notice as a condition of returning your deposit.

If you give your landlord your new address in writing and you do not receive your deposit or an explanation within 30 days of your departure, contact the landlord. If you cannot resolve the problem satisfactorily, you may wish to consult an attorney. You can also contact the Better Business Bureau or your local tenant's council. You can also file a complaint with this office.