

Know your Tenant Rights



My office receives quite a few calls from tenants who have disputes with their landlords. The complaints range from issues of health and safety to non-return of security deposits and lack of peace and quiet.

The most important part of your relationship with your landlord is your rental agreement, which you should always obtain in written form. 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. He or she may be willing to make changes to the contract.

Texas law provides you with additional protection. The laws states that you have the right to "quiet enjoyment." 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 tenants wrongful behavior.

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

You have a right to demand repairs when a condition 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. 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.

A dwelling must be equipped with security devices such as window latches and keyed dead bolt locks on exterior doors. 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. The landlord must also provide smoke detectors.

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 or have the problem repaired and deduct the cost of the repair from the rent. You could also file suit to force the landlord to make the repairs.

Send the landlord a certified letter outlining the needed repairs. Be sure that your rent is current when the notice is received.

Your landlord should make a diligent effort to repair the problem within a reasonable time. The law presumes seven days to be a reasonable time. 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.

If you receive a notice to vacate from your landlord, you do not have to move out of the unit by the date indicated in the notice. If you decide to stay, the landlord can then file an eviction suit with a local justice of the peace.

The landlord still cannot remove the tenant or the tenant's property without a court order, except in the case of abandonment or when exercising a landlord's lien. For example for non-payment of rent. After the landlord files the eviction suit, the court clerk will send the eviction citation to the Constable's office for service to the tenant.

If you receive a citation, you should review it carefully. It will outline your rights. You will then have the opportunity to go before the justice of the peace to tell your side of the story. You do not need an attorney present, but it may be advisable for you to consult with one. If you lose, you still have the right to appeal the decision.

POINTS TO REMEMBER

Tenant Rights

Read the Attorney General's brochure, Overview of Tenant Rights

www.oag.state.tx.us

The Austin Tenants' Council and the State Bar of Texas provide additional information on tenants' rights, including brochures. You can contact those organizations as follows:

Austin Tenants' Council
1619 E. Cesar Chavez Street
Austin, TX 78702
(512) 474-1961

www.housing-rights.org

State Bar of Texas
P.O. Box 12487
Austin, TX 78711
(800) 204-2222

www.texasbar.com



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Information on this and other topics is available on the Attorney General's Web site at www.oag.state.tx.us.