



UNDERSTANDING RENTER RIGHTS AND RESPONSIBILITIES

by Texas Attorney General Greg Abbott

THE ANNUAL FALL MIGRATION OF STUDENTS to college towns and cities across Texas can be intimidating for students who are renting their own place to live for the very first time. Knowledge about the legal protections afforded to renters can help protect their pocketbooks and take some stress out of the process.

Most landlords require a tenant's signature on a lease. Renters should read their leases carefully before they sign them. Real-estate agents who know the rental market may be able to help and typically do not charge renters for their services because landlords pay the agents' fees.

Renters who want to change a part of their lease should discuss the changes with the landlord. If the landlord agrees, the two should decide how they want to phrase the change and write it into the agreement. Both parties should then initial the agreed-upon change. For example, while many standard leases prohibit pets, some landlords may be willing to accept a pet if the tenant pays an extra security deposit.

Once renters have signed their leases, moved in and unpacked, they can expect to enjoy certain rights which include:

- Peace and quiet – A landlord cannot evict renters without cause nor can they disturb tenants' right to enjoy their residence.
- Privacy – Tenants should study their leases carefully to determine the circumstances under which a landlord may enter their homes. Unless a lease agreement says that the landlord can

enter the unit, the landlord has no right to do so, except perhaps in case of emergency or to conduct repairs the tenant has requested.

- Locks and security – Although there are some specific exceptions, under Texas law, a residence 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. These devices must be installed at the landlord's expense. If these devices are missing or are defective, a tenant has the right to request their installation or repair.
- Smoke detectors – The landlord must provide smoke detectors. A tenant may not waive that provision and may not disconnect or disable the smoke detector.
- Freedom from discrimination – Landlords are clearly prohibited from discriminating against renters because of their race, national origin, religion, gender, familial status or disability.
- Freedom from retaliation – Under Texas law, it is illegal for a landlord to retaliate within six months against a tenant who complained in good faith about necessary repairs.

Tenants also have a number of responsibilities of their own. These obligations may include:

- Paying rent in full and on time in accordance with the lease agreement.
- Appropriate upkeep of the rental

property. The landlord may not charge the renter for normal wear and tear on the premises and may only charge for extraordinary damage.

- Notifying the landlord of necessary repairs in writing. If the landlord fails to make repairs that materially affect tenants' health, safety or security, and tenants follow the procedures required by law, tenants may be entitled to end their lease, have the problem repaired on their own and deduct the cost of the repair from their rent. Tenants also could take legal action against a landlord who refuses to make required repairs. If possible, renters should consult with an attorney or legal aid clinic before deciding how to proceed.
- Giving notice of a tenant's intent to move out. Many leases require 30 days' notice as a condition of returning a renter's deposit – though some agreements require more than 30 days' notice.
- Giving a landlord notice of a tenant's forwarding address. Landlords are required to return tenants' security deposits or explanations of deductions within 30 days of their departure.

Property codes can be confusing. Texans who have questions about their specific situations can contact their local tenants' councils or other resources listed in the "Points to Remember" section of this column.

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POINTS TO REMEMBER



RENTER RIGHTS & RESPONSIBILITIES

Texas Department of Housing and Community Affairs

(800) 525-0657

www.tdhca.state.tx.us

The following organizations provide additional information on tenants' rights, including brochures:

Austin Tenants' Council

1619 E. Cesar Chavez St.

Austin, Texas 78702

(512) 474-1961

www.housing-rights.org

State Bar of Texas

P.O. Box 12487

Austin, Texas 78711

(800) 204-2222

www.texasbar.com

Texas Apartment Association

1011 San Jacinto Blvd., Suite 600

Austin, Texas 78701

(512) 479-6252

www.taa.org

Office of Attorney General

(800) 252-8011

www.texasattorneygeneral.gov

For more information about this or other consumer topics, contact the Attorney General's Office at (800) 252-8011 or visit online at www.texasattorneygeneral.gov.



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