



# NEW TEXAS LAWS REGARDING TENANTS' RIGHTS

by Texas Attorney General Greg Abbott

TEXANS WHO LIVE IN RENTED residences, including apartments and rental houses, should be aware of state real estate laws governing residential leases.

Tenants' relationships with their landlords are largely controlled by their lease or rental agreements. Tenants should always request a written agreement and review it very carefully with the landlord to ensure they fully understand the contract terms before signing any documents. Renters may ask the landlord to make changes to the lease before it is signed, though the landlord does not have to accept the proposed amendments.

In many cases, landlords ask prospective tenants to fill out a rental application, which tenants must submit along with an application fee. Under a new law that applies to all leases and contract renewals submitted after January 1, 2008, application fees are considered non-refundable payments to offset the cost of screening rental applicants. In the event an application is refused, the landlord must either explain why the tenant was rejected or refund both the application fee and any application deposit. In this way, the new law protects applicants by guaranteeing that they will learn why they were rejected – or get their money back.

Tenants also enjoy the right to "quiet enjoyment" of their rental property. When other residents are being disruptive or disturbing the peace, tenants may complain to the landlord. Once notified about a problem, landlords have a duty to remedy behavior that disturbs tenants' ability to quietly enjoy their rental residence.

Texas law also requires certain security

devices to be installed at the landlord's expense, including window latches and keyed deadbolt locks on all exterior doors. Landlords also are required to provide at least one smoke detector on the ceiling or wall of the apartment. Renters who discover that required safety devices are either defective or missing have the right to demand that the landlord resolve the deficiency. The law gives landlords a reasonable amount of time, usually about seven days, to install or repair the devices.

Landlords also have a legal obligation to ensure their rental properties do not pose a threat to the tenants' health or safety. However, landlords are not required to repair uninhabitable circumstances that result from damage caused by renters or their guests.

If a landlord fails to repair problems that impact their tenants' health, safety or security, the tenants must follow specific steps to seek a remedy. First, they must make sure that their rent is fully paid and no payments are delinquent. Then, tenants should outline the necessary repairs in a written complaint. To prove that the landlord received the complaint, tenants should send the letter via Certified Mail with a return receipt. When the complaint arrives in the landlord's mailbox, the U.S. Postal Service will require that the landlord acknowledge his or her receipt of the letter by signing a form. If the problems are not resolved and the tenant is forced to take legal action, the signature form will be helpful evidence during court proceedings.

Tenants who want to avoid going to court have a couple of additional options. First, if they've provided the required notice and the landlord

still refuses to make repairs, the tenants can move out – even if their lease has not expired. Alternatively, tenants may make reasonable repairs themselves and deduct the repair costs from the rent they owe the landlord.

The law also provides protections for tenants who are asked to leave their property after a landlord serves them with a "Notice to Vacate." When landlords ask a tenant to leave, the renter is not legally required to depart by the date indicated on the eviction notice. In fact, tenants cannot be evicted from their rental property unless the landlord obtains a court order granting the landlord permission to remove the renter and the renter's personal belongings from the premises.

Beginning January 1, 2008, landlords may insert specific language into their lease agreements to circumvent the eviction process. Landlords now have the authority to change the door locks on rental properties when tenants' rent payments are delinquent, if they included that authority in the rental agreement. Although the law effectively allows landlords to lock out tenants who fail to pay their rent, tenants cannot be legally evicted unless the landlord obtains a court order allowing the eviction.

In Texas, legal disputes between residential landlords and tenants are typically heard in small claims courts. If a landlord files an eviction suit to remove a tenant, the tenant will be served with an eviction notice. Tenants may appear before a justice of the peace, present their version of the facts and explain why they should not be evicted. Tenants who lose in small claims court may appeal their loss to a county court.

## POINTS TO REMEMBER



### TENANTS' RIGHTS

Under Texas law, tenants have the right to:

- Quiet enjoyment of their rental property
- A refund of their application fee if their application was rejected and the landlord fails to explain why
- Security devices installed at the landlord's expense, including window latches, deadbolt locks and a smoke detector
- Dispute their eviction in small claims court

The Austin Tenants' Council and the State Bar of Texas provide additional information on tenants' rights, including brochures:

#### Austin Tenants' Council

1619 E. Cesar Chavez Street  
Austin, TX 78702  
(512) 474-1961  
[www.housing-rights.org](http://www.housing-rights.org)

#### State Bar of Texas

P.O. Box 12487  
Austin, TX 78711  
(800) 204-2222  
[www.texasbar.com](http://www.texasbar.com)

#### Legal Aid

[www.texaslawhelp.org](http://www.texaslawhelp.org)

Additional information on this and other topics is available on the Attorney General's Web site at [www.texasattorneygeneral.gov](http://www.texasattorneygeneral.gov).



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