



# UNDERSTANDING RENTER RIGHTS AND RESPONSIBILITIES

by Texas Attorney General Greg Abbott

ALL OVER TEXAS, STUDENTS ARE PREPARING TO return to college. As a result, many young Texans are in the market for a new place to live. Inexperienced renters may find the rental process to be a little intimidating. However, renters who know their rights and responsibilities can take some of the stress out of the process.

Most landlords require a tenant's signature on a lease. Renters should read their lease documents carefully before they sign them. Real estate agents who know the rental market may be able to help renters. In many cases, rental agents work at no cost to the renter.

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 should then initial the change. For example, while many standard leases prohibit pets, some landlords may be willing to accept a pet if the tenant puts down extra money as a 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 or otherwise disturb their right to enjoy the 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 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, 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 – The federal Fair Housing Act prohibits landlords from discriminating because of race or color, national origin, religion, gender, familial status, or disability.
- Freedom from retaliation – Under Texas law, it is illegal for a landlord to retaliate against a tenant for complaining in good faith about necessary repairs for a period of six months from the date the complaint was made.

On the flip side, tenants have a number of responsibilities to uphold their end of the rental contract. 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 the lease, have the problem repaired and deduct the cost of the repair from rent. Tenants also could file a civil lawsuit to force the landlord to make the repairs. Renters should consult with an attorney before taking any of these actions.
- 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 that.
- 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 "Things to Remember" section of this column.

## POINTS TO REMEMBER



### RENTER RIGHTS & RESPONSIBILITIES

#### Texas Department of Housing and Community Affairs

(800) 525-0657

[www.tdhca.state.tx.us](http://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](http://www.housing-rights.org)

#### State Bar of Texas

P.O. Box 12487

Austin, Texas 78711

(800) 204-2222

[www.texasbar.com](http://www.texasbar.com)

#### Texas Apartment Association

1011 San Jacinto Blvd., Suite 600

Austin, Texas 78701

(512) 479-6252

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

#### Office of Attorney General

(800) 252-8011

[www.texasattorneygeneral.gov](http://www.texasattorneygeneral.gov)



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