

## Tenants have rights too!

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This pamphlet is designed to assist residential tenants in understanding their rights and obligations. It is general in nature and does not address every specific issue that may arise in a tenant –landlord relationship.

Your rights and remedies as a tenant are governed by your written lease. Be sure to read your lease to see if your problem is addressed.

Every right addressed in this pamphlet cannot be removed or diminished by your lease. However, your lease may provide additional protections and remedies.



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#### Code Enforcement

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#### DISCLAIMER

All material contained herein is the property of the Texas Young Lawyers Association. More information can be found in the TYLA Tenants' Rights Handbook published by the Texas Bar Association and the Texas Young Lawyers Association at [www.tyla.org](http://www.tyla.org).

This guide is not a substitute for the advice of a lawyer, but instead is designed to assist Texans in learning about their legal rights.

For more information:  
[www.texaslawhelp.org](http://www.texaslawhelp.org)  
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## Tenant Rights and Remedies

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*Educating tenants on their rights as renters*

## Repairs and Improvements

Texas law requires landlords to make a diligent effort to repair problems about which they have been notified and that materially affect the physical health or safety of an ordinary tenant. Examples of things that materially affect the health and safety of an ordinary tenant are sewage backups, roaches, rats, no hot water, faulty wiring, roof leaks, and, sometimes, a lack of heat or air conditioning. If the problem violates a provision of your city's building, health, or fire code, then it is more likely to be considered a health or safety risk. State law generally does not cover problems such as broken dishwashers, walls that need painting, unsatisfactory draperies, or grass that needs cutting. However, your lease agreement may require the landlord to fix these problems as well. Be sure to read your lease to find out. If you are uncertain how to classify the problem, consult a lawyer, health or building inspector, or tenant association.

A landlord that has an on-site management or superintendent's office must provide to you a telephone number that will be answered 24 hours a day for the purpose of reporting emergencies related to a condition of the property that materially affects your physical health or safety. The landlord must post the phone number prominently outside the management or superintendent's office.

## Procedure for Obtaining Repairs

Take the following steps in order:

### 1) *Always Give Notice*

You must give notice of the problem to the person to whom you pay rent. Phoning is the fastest way, but you should also give notice for repairs in writing and keep a copy for yourself as proof. Date the notice.

### 2) *Pay Your Rent*

The landlord is not obligated to make repairs required by state law unless you are current on your rent.

### 3) *Give Landlord Reasonable Time*

"Reasonable time" depends on the circumstances although the law presumes that seven days is reasonable time.

### 4) *City Inspector*

While not required, it may be wise to call a city inspector if the landlord had reasonable time to fix the repairs and has not done so. This may put additional pressure on the landlord if the condition violates local ordinances.

### 5) *Second Notice and Request Explanation*

After the landlord has had reasonable time to fix the condition following your initial notice, you must send a second written notice and request explanation for why the landlord has not fixed the condition.

## Tenant Remedies

If the landlord has had a reasonable amount of time to repair the condition and has failed to make a diligent effort to remedy the problem, you may be able to exercise one or more of the following:

### 1) *Terminate the Lease*

If you decide to terminate the lease, you must inform the landlord in your second written notice unless conditions are remedied. You only have the right to terminate if the condition affects the health or safety of the ordinary tenant. If you terminate, you must move out. The landlord cannot withhold your security deposit under these circumstances.

### 2) *Using Repair and Deduct*

This remedy involves many procedures and conditions. It is strongly recommended that you consult with an attorney or tenants association before you attempt to use your right to repair and deduct. In certain circumstances, a tenant can hire a contractor to repair a condition that affects health or safety after giving notice and waiting the reasonable time. The tenant is allowed to deduct money paid to the contractor from the NEXT month's rental payment.

### 3) *Filing suit*

Filing suit in a Justice of the Peace Court is faster and cheaper. If you are successful in a suit in the matter of repairs, you can get a court order requiring the landlord to repair the condition, and you can also recover your actual damages from the landlord failing to repair, a reduction in rent or one month's rent plus attorney and court fees.