

Rental Tips

The Texas Apartment Association has prepared some tips for people who live in residential rental housing or apartments. Here is what they have put together.

When Filling Out the an Application

Once you find a place where you want to live, you will be required to fill out a rental application. In most cases, you will be charged an application fee to cover the cost of running credit checks, verifying rental histories, etc. This fee is non-refundable.

You may also be asked to pay an application deposit. This deposit is applied toward your security deposit if your application is approved. If it is not, the deposit is refundable in most cases. However, depending on the application you fill out, the deposit may not be refunded if you are accepted but decide not to move in, you fail to tell the truth on your application, or for certain other reasons.

Avoiding problems

Most disagreements between residents and rental housing owners or managers occur because of misunderstandings about the obligations taken on by each party when an apartment or other rental housing is leased. The best ways to avoid problems are to:

1. Read your lease carefully before signing.
2. Ask questions about anything that is unclear.

Put everything in writing, including agreements, notices and requests.

After you sign the lease

Keep a copy signed by you and the owner or manager. The lease is the most important set of rules to follow if you have a disagreement. Also keep a copy of the apartment or rental housing rules (sometimes called "community policies").

Make a checklist of conditions of the property and furniture when you move in. (Some properties use an inventory and condition form). Sign it, have the manager sign it and keep a dated copy. This will be your best defense in any dispute over deductions for repairs when you move out.

Keep your rent payment current as required by your lease. You should not withhold rent, since that could make you subject to eviction and liable for paying the remaining rent.

Renters insurance

You should obtain renters insurance to provide protection for your personal belongings in case of burglary, vandalism, fire, storm damage and other disasters. The property owner's insurance does not cover your personal belongings against loss. Unless you obtain renters insurance you may also be liable to the owner and others for certain acts which are normally covered by renters insurance policies.

If anything needs to be repaired

If the lease requires the management to make repairs, inform the manager in writing and keep a dated copy.

The law requires in nearly every instance that the owner must repair security devices and conditions that materially affect the health and safety of the ordinary resident. Give the manager written notice of the needed repairs, and keep a dated copy.

If you don't receive a response within a reasonable time, re-notify the manager orally and in writing. If you still don't get a response, you may have legal grounds to exercise statutory rights.

Specific procedures must be followed for statutory remedies, and disregarding those procedures can expose you to a civil damages suit against you by the owner. Repairs of problems resulting in mere discomfort or inconvenience are not covered by the statute. The city building inspector's office or county health department can be of some help if the condition violates state statutes or local housing codes regarding safety and sanitation.

Smoke detectors

All residential rental dwellings (including apartments) must have smoke detectors installed by the owner. You may demand installation of a smoke detector at the owner's expense, if your dwelling unit does not have a detector. You are responsible for replacing batteries during your lease term and checking to make sure that the smoke detector is working. It is a violation of Texas law to disable or disconnect a smoke detector. It is also a violation if you remove working batteries without replacing them. Any- one who disables a smoke detector may be responsible for damages if a fire occurs.

What are your rights regarding security devices?

Texas law requires that the owner provide to you at no cost when occupancy begins:

1. A window latch on each window;
2. A doorknob lock or a keyed deadbolt lock on each exterior door, with certain exceptions under the Property Code; and
3. A keyless bolting device (keyless deadbolt lock), on each exterior door with certain exceptions under the Property Code for elderly and disabled residents;
4. A doorviewer (peephole) on each exterior door;
5. A pin lock on each sliding glass door; and
6. A security bar or door handle latch on each sliding glass door.

Texas law also requires the owner to rekey all exterior door locks between (1) the time the prior resident moved out and (2) the seventh day after you move in. If the owner fails to install or rekey security devices as required by the Property Code, you have the right to do so and deduct the reasonable cost from your next rent payment under Sections 92.165(1) and 92.164 (a) (1) of the Code.

Subject to some limitations, under Texas law you may at any time ask the owner to:

1. Install a keyed deadbolt, keyless deadbolt and doorviewer on all exterior doors;

2. Install a pin lock and security bar on all sliding glass doors; and
3. Change or rekey locks or latches.

The owner must comply with those requests, but you must pay for them unless the device is required by statute when occupancy begins

If you have not paid your rent

Most leases allow the management to enter and seize items such as TVs, radios, cameras, sports equipment, certain furniture, etc., for non-payment of rent. Such provision is valid only if it is underlined or in bold print in your lease. Without a written lease that specifically gives this right of seizure, the manager must go to court to seize the property.

Your electricity may be disconnected in certain cases. Before your electricity can be disconnected, the owner must give you advance notice as provided by Texas law. The owner must also give you an opportunity to pay any past due rent and other charges, and must reconnect the electricity promptly, as provided under the law, once you have paid all past due rent.

You can be sued for unpaid rent and attorney's fees (if the lease so provides). If you have moved prior to the end of your lease term, the amount of any court judgment against you for future, unpaid rents must be reduced by the amount that the next resident pays in rent for your unexpired lease term.

To assure return of your security deposit

1. Before you leave, give whatever written notice your lease requires. (Most leases require at least thirty days written notice). Your security deposit cannot be kept for failure to give such notice unless the provision requiring it is underlined or in bold type in the lease.
2. You must stay for the full term of your lease.
3. You must give written notice of your forwarding address.
4. You must not be delinquent in your rent when you move out.
5. You must leave the premises in a clean condition and abide by any other lease provisions regarding security deposit refund.
6. You cannot deduct the amount of the security deposit from your last month's rent. If you do so, you can be sued for three times the amount of the deposit plus attorney's fees.

Go through your apartment or other rental property with the manager to check its condition against the "move-in" inventory checklist. Within 30 days of your move-out, your security deposit or an itemized description of deductions must be mailed to you. If you don't receive a refund or explanation postmarked within the 30-day period, you may sue for three times the amount illegally held, plus attorney's fees and a \$100 fine.

If you sign a lease but don't move in

If you sign a lease but don't move into the rental unit by the lease (move in) date, the owner must return your security deposit or rent prepayment if either you or the owner find a replacement resident who is satisfactory to the owner and the replacement resident moves into the dwelling on or before the lease commencement date. If the owner secures a satisfactory replacement resident who occupies the dwelling before the lease commencement date of the original resident, the owner may retain or deduct from the security deposit or rent prepayment: (1) a sum agreed to in the lease as a lease cancellation fee; or (2) the actual expenses incurred by the owner in securing the replacement, including a reasonable amount for the owner's time in securing the replacement resident. There is no

statutory limit on the amount of the lease cancellation fee or on the amount due for the owner's time.

What can be deducted from your security deposit?

1. Any charge specified in the lease or any charge resulting from your breaking the lease.
2. Charges for damages, wear and tear resulting from negligence, carelessness, accident or abuse on your part. "Normal wear and tear" items cannot be deducted.
3. Unpaid rent and other unpaid charges listed in your lease, such as those for late rent payment, returned checks, missing furniture or fixtures, unreturned keys, etc.
4. The reasonable cost of cleaning if you fail to properly clean before you leave. Many rental properties have written cleaning instructions for you to follow.

Any deduction must be listed in a written description and itemization mailed to you on or before 30 days after you leave. However, there is no obligation that you be furnished this information if you have not paid all of your rent or if you have not given your forwarding address in writing.

If you must move before your lease expires

Immediately notify the manager and offer to help find a new resident. Normally you still will be liable for all of the rent for the remainder of the unexpired lease term even if you've quit school, changed jobs, lost a roommate, etc., but sometimes this can be worked out if you find a replacement. You may also be responsible for a reletting fee if the lease provides for one. This fee is a liquidated damage to compensate the owner for the time and expense incurred in finding a new resident.