

“What if my landlord won’t make repairs?”

If all required notices have been sent, and the landlord has not made a diligent effort to make health and safety repairs before the final deadline, then the tenant may, according to the Texas Property Code:

Terminate the lease and move.

The tenant should give the landlord a written notice that the tenant is terminating the lease. The notice should give a date by which the tenant will move. The tenant is entitled to a refund of the security deposit in accordance with the law and to a refund of the rent for the remainder of the month after the tenant leaves. The tenant may also deduct the security deposit from the rent. A tenant who moves is also entitled to the other remedies listed below (except the court order directing repairs and the court-ordered partial rent reduction when taking the landlord to court) **and/or**

Take the landlord to justice, county, or district court where an order may be issued:

- Directing the landlord to make repairs;
- Granting partial rent reduction back to the date of the first request for repair;
- Awarding the tenant one month’s rent plus \$500;
- Awarding the tenant money for actual damages, reasonable attorney’s fees and court costs **and/or**

Repair and deduct.

The repair and deduct law is complicated, and it is recommended that a tenant get further assistance before exercising this remedy. Contact an attorney.

YOUR RESPONSIBILITIES

According to state and local laws, you need to:

- Make sure your apartment and all appliances and plumbing fixtures are kept clean and safe
- Use all appliances, fixtures and systems (plumbing, heating, etc) properly
- Repair anything that you have damaged or broken
- Properly and safely dispose of all garbage

If there is anything defective in the apartment (except in cases of misuse), or if the conditions become dangerous, notify your landlord immediately.

TIPS ON PERSUADING LANDLORDS TO COMPLETE REPAIRS

Make Your Repair Requests in Writing

Having requests in writing helps build your case if you have to resort to going to court one day. Make sure all requests are dated and as specific as possible. Make copies of every communication.

Have the Landlord Respond in Writing

Having landlords give you written agreements to make repairs will also help your chances of getting your repairs done, as well as helping build your case in the event that you go to court.

Present Requests Along With Others Affected

If other tenants are affected by your problem, join forces with them in providing a joint written request for repairs to your landlord. If landlords do not respond to such requests, they in effect have agreed to make the repairs.

Bring Up All Safety Threats

Emphasizing the danger that the current situation poses to you or others can help expedite repairs.

If you feel like you are being discriminated against due to your race, color, national origin, religion, sex, disability (mental or physical), or familial status, you can call the Office of Fair Housing and Equal Opportunity at 1-800-669-9777.



Requesting Repairs and Maintenance On Your Rental Unit

Source Information:
Austin Tenants’ Council
Website: <http://www.housing-rights.org/>

City of Waco
Housing and Community Development Services
300 Austin Avenue
Waco, TX
<http://www.waco-texas.com/housing.asp>

You have the right to have any condition that threatens your HEALTH or SAFETY repaired.

Subchapter B of Chapter 92 of the Texas Property Code (§92.051 – §92.061) describes the process a tenant must follow to enforce repair rights and provides specific remedies for a tenant if the landlord refuses to make the repairs. Read more at: <http://www.statutes.legis.state.tx.us/>

Conditions requiring repair fall into two categories:

1. Ones that threaten the health or safety of an ordinary tenant and
2. Ones that do not.
 - o An example of a repair that is not a threat to health or safety is a dishwasher or garbage disposal that does not work properly and is not dangerous in some other way.

For tenants living anywhere in Texas, the landlord must provide:

- A dwelling that is decent, safe, and sanitary
- Repairs of conditions that threaten the health or safety of an ordinary tenant
- A device in good working condition to supply hot water of a minimum temp. of 120° F.
- Smoke detectors
- Secure locks on all doors and windows, including a keyless bolting device

If the rental unit does not meet state/city standards, or if other conditions exist which threaten the health or safety of an ordinary tenant, then certain steps must be taken.

REQUESTING REPAIRS

- ☑ **All rent must be paid.**
A tenant who is behind in rent or withholds rent because repairs have not been made may be evicted and forfeits all rights to have repairs made until the rent is paid. The only time a tenant may withhold rent is when the tenant has given the required notices and is exercising the right to repair and deduct.
- ☑ **If a landlord does not respond to telephone or oral repair requests, the tenant should send a letter by certified or registered mail to the landlord and/or manager which includes:**
 1. The date;
 2. The tenant's name and address;
 3. A description of the repair problem;
 4. A statement that the problem is a threat to health or safety;
 5. A request that the repairs begin in a reasonable amount of time (seven days is presumed to be a reasonable amount of time for most repairs. If there is an emergency, then as little as 24 hours notice can be given);
 6. A request for a written response if the work cannot be completed by the deadline; and
 7. A signature.

(Continued on next page)

- ☑ **After the deadline given in the first letter has passed and if the landlord has not made a diligent effort to make the repairs, a tenant should write a second and final notice that is the same as the first.** *(This second notice DOES NOT have to be sent if the first notice is sent by certified mail, return receipt requested or by registered mail [available through the post office].. If the first notice is delivered by any other method, then a second notice MUST be sent.)*
- ☑ **After the landlord has been notified of the needed repair and refused to respond or remedy the problem, the tenant may file suit in justice court without an attorney and seek an order for the repair, reduction in the rent, civil penalty of \$500 plus one month's rent, actual damages, and attorney's fees if an attorney is hired.**
- ☑ **Keep copies of the letter(s).**

