



LANDLORD-TENANT RIGHTS IN TEXAS

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The information displayed in this handout is meant for the sole use of Active duty service members, retirees, their families and other personnel eligible for legal assistance from the Goodfellow AFB Legal Office. The information is general in nature and presented to assist those eligible persons prepare for a legal assistance appointment with a professional in the legal office. Rights and responsibilities vary widely according to the particular set of circumstances in each case. Laws can vary across states, services, and civilian jurisdictions and laws are changed from time to time. Do not rely upon the general restatements of background information presented here without discussing your specific situation with a legal professional.

LANDLORD-TENANT ISSUES FOR MILITARY MEMBERS

Renting or leasing a home can come with its own set of challenges, especially for military members who frequently relocate. Understanding your lease and your rights can help you avoid many common problems. Here's a guide to help you navigate landlord-tenant issues effectively.

Before Signing a Lease

- **Inspect the Property:** Never sign a lease or put down a deposit without first seeing the actual unit you'll be renting. Check all appliances and inspect the exterior, including roofs, stairs, and parking areas.
- **Ask Around:** If possible, talk to current tenants about their experiences with the landlord and the maintenance of the property.
- **Get Promises in Writing:** If the landlord promises to make repairs, ensure these are completed before you sign the lease, or get a written agreement.
- **Read the Lease Carefully:** The lease is legally binding once signed. Make sure you understand all terms and conditions.
- **Propose Changes:** Don't hesitate to suggest changes to the lease. Make these changes in ink and have both parties initial them.
- **Review House Rules:** If the lease references additional rules or regulations, ask for a copy and review them.
- **Landlord Entry:** Understand the conditions under which the landlord can enter your home.
- **Repair Responsibilities:** Clarify what types of repairs the landlord will cover and what you are responsible for.
- **Lease Duration:** Know whether the lease is for a fixed term (e.g., 6 months or 1 year) or month-to-month. This affects rent increases and termination terms.
- **Military Clause:** Ensure the lease includes a military clause allowing you to terminate the lease under specific conditions, such as receiving permanent change-of-station orders or deployment.

Before Moving In

- **Application Fees:** Be aware that some application fees are non-refundable.
- **Security Deposit:** Conduct a thorough move-in inspection with the landlord. Note all existing issues in writing and have both parties sign the document.
 - **Move-In Inspection:** Conduct a thorough move-in inspection with the landlord. Note all existing issues in writing and have both parties sign the document.
 - **Photo Documentation:** Take photos of any existing damages or issues and send them to the landlord. Keep copies for your records.
 - **Document Disagreements:** If you disagree with the landlord about existing problems, submit a signed statement outlining your concerns.

While Living on the Premises

Landlord's Responsibilities

- **Repairs:** The landlord must repair any damage beyond normal wear and tear, including structural problems and essential appliances.

- **Prompt Action:** Report issues immediately and insist on prompt repairs. Delays can affect the landlord's liability.
- **Constructive Eviction:** If the property becomes uninhabitable due to the landlord's failure to repair, you may be constructively evicted and not bound by the lease until repairs are made. Consult an attorney for guidance.

Tenant's Responsibilities

- **Timely Rent Payments:** Pay your rent on time to avoid eviction and other legal issues.
- **Conduct:** Prevent disorderly conduct and criminal activities on the premises. You are responsible for the actions of household members and guests.
- **Insurance:** Consider renters insurance to cover personal losses and liability.

At the End of the Lease

- **Written Notice:** Always give written notice of your intent to vacate. Failure to do so may result in automatic lease renewal.
- **Clean Thoroughly:** Clean the property, including appliances. Take photos prior to leaving the property. Request a final inspection with the landlord and get a signed document confirming the property's condition.
- **Return Keys:** Return the keys immediately to avoid additional rent charges. Provide a written forwarding address for the return of your security deposit.

Security Deposits

- **Texas Landlord and Tenant Act**
- **Deductions:** Landlords can only deduct for damages you are legally liable for, not normal wear and tear.
- **Return Timeline:** Your security deposit must be refunded within 30 days of moving out, along with an itemized list of deductions if applicable.
- **Legal Action:** If the landlord fails to return your deposit, you can sue in Justice of the Peace court. Bad faith retention of the deposit can result in triple damages, plus attorney's fees and court costs.

Servicemembers Civil Relief Act (SCRA)

- **Lease Termination**
 - **Eligibility:** You can terminate a lease if you enter military service, receive PCS orders, or are deployed for 90 days or more.
 - **Notice:** Provide written notice and a copy of your orders to the landlord. The lease terminates 30 days after the next rent payment is due.
 - **Family Members:** The termination notice also covers non-military family members on the lease.
 - **Penalties for Violations:** Landlords who wrongfully withhold deposits or other property can face fines and imprisonment.

Evictions

Court Order Required: Military members and their dependents cannot be evicted without a court order if the rent is below a certain amount and the ability to pay is affected by military service.

Public-Private Venture (PPV) Housing

Leases: PPV housing on military installations is managed by private contractors. Review these leases carefully and consult your local legal assistance office for any questions.

By following these guidelines, you can better navigate the complexities of renting while serving in the military. Always consult with a legal assistance attorney for specific advice related to your situation.

NOTE: This guide is intended for general informational purposes only and does not constitute legal advice. It is advisable to periodically verify this information and consult with a legal professional for the most current and applicable advice. If you have any questions or need to schedule an appointment with a legal assistance attorney, please call the Legal Office at 325-654-3203.

References:

Texas Property Code § 91 and 92 at <http://www.statutes.legis.state.tx.us/>

Attachment from Texas Attorney General website at

<http://www.oag.state.tx.us/consumer/tenants.shtml>

Attachment from Austin Tenants' Council website at

<http://www.housing-rights.org/brochures.html>

TexasLawHelp.org