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A LEGAL SELF-HELP GUIDE FOR TEXAS TENANTS AFFECTED BY NATURAL DISASTER

This guide is intended to provide basic information and basic forms to assist residential tenants whose homes were damaged by hurricane Harvey or another natural disaster. It addresses those issues that are likely to confront disaster-affected tenants, and covers those provisions in the Texas Property Code that specifically apply to natural disasters.

Because this guide is for tenants, it does not apply to and should not be relied upon by: (a) homeowners, (b) individuals living in short-term housing (e.g. a hotel), (c) individuals renting a lot to place a mobile home on, or (d) commercial tenants. Additionally, the information here is Texas specific and should not be relied on by tenants living in other states.

The information in this guide is general information only, and is not intended to be specific guidance for any particular situation. You should contact an attorney for specific information related to your particular situation.

The Texas State Bar maintains a free hotline which is answered in English,
Spanish, and Vietnamese, available at (800) 504-7030.

Moreover, the contact information for the three major legal aid organizations in Texas is provided below:

Lone Star Legal Aid

1415 Fannin Street
Houston, Texas 77002
Toll Free - (800) 733-8394
<http://www.lonestarlegal.org/>

Texas RioGrande Legal Aid

4920 N. I-35
Austin, TX 78751
Disaster Hotline - (866) 757-1570
Toll Free - (888) 988-9996
<http://www.trla.org>

Legal Aid of NorthWest Texas

1515 Main Street
Dallas TX 75201
Telephone - 1-855-548-8457
<https://internet.lanwt.org/en-us>

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A. Introduction

If the home or apartment you rent has been damaged or destroyed by a natural disaster, your rights as a tenant will come primarily from two sources: (a) Chapter 92, Subchapter B of the Texas Property Code¹, and (b) the language in your lease.

Legally speaking, the first determination you should make is whether the rental property has been so damaged that it is “as a practical matter totally unusable for residential purposes.”

If the rental property is totally unusable, then Sections 92.054(b) and 92.062 of the Texas Property Code apply to you. Under Section 92.054(b), both you and your landlord each have the independent right to declare the property a “casualty loss” and terminate the lease.² No matter who decides to terminate the lease--be it you or your landlord--if one of you terminates the lease under Section 92.054(b), you are entitled to (i) a pro-rata refund of rent from the day you move out; and (ii) the return of your security deposit, less any lawful deductions. Alternatively, if you live in an apartment complex your landlord might offer to let you move in to an undamaged unit. In this case, under Section 92.062, you are not required to sign a lease longer than your original term.

The first part of this guide applies to tenants whose home is totally unusable.

On the other hand, if the property has been damaged but not entirely destroyed, you are not entitled to simply terminate the lease, but you might be entitled to a partial rent reduction (see below for more details). Your first priority should be making sure that you have made a proper, legal repair request to your landlord so that your landlord will be obligated to fix the apartment. Then you should pursue any rent reduction you are entitled to.

The second part of this guide applies to tenants whose home was damaged, but not left entirely unusable by a natural disaster. It explains both how to seek a rent reduction and also how to make an effective, legal repair request.

Finally, the third part of this guide covers a rarely used procedure by which the landlord can “close” the rental premises and kick out the tenant. If the tenant has positioned themselves correctly before the property is closed, they will be entitled by statute to monetary compensation from the landlord. The third part of this guide explains how to make sure you have protected yourself in case your landlord attempts to close your rental property.

B. When the Property is Totally Unusable

i. Terminating Your Lease Under Section 92.054(b)

If your property is effectively unusable as the result of a natural disaster, Section 92.054(b) of the Texas Property Code will apply to you. That section provides:

¹ You can find an official copy of the Property Code for free online at: <http://www.statutes.legis.state.tx.us>

² Technically speaking, this applies only if the damage was not caused by the negligence or fault of you, your family, or your guests. This will rarely be an issue where damage is caused by a natural disaster, however.

"If after a casualty loss the rental premises are as a practical matter totally unusable for residential purposes and if the casualty loss is not caused by the negligence or fault of the tenant, a member of the tenant's family, or a guest or invitee of the tenant, either the landlord or the tenant may terminate the lease by giving written notice to the other any time before repairs are completed. If the lease is terminated, the tenant is entitled only to a pro rata refund of rent from the date the tenant moves out and to a refund of any security deposit otherwise required by law."

"Casualty loss" is a legal term which basically means a loss caused by a "sudden, unexpected, or unusual event" such as a fire, tornado, or hurricane. If your home was damaged as a result of a natural disaster, the damage was likely a casualty loss. Section 92.054 does not apply where the damage is caused by the tenant, their family member, or a guest, but this will rarely be the case in the context of a natural disaster.

The Property Code does not define when a property is "as a practical matter totally unusable for residential purposes" - that is a factual determination. You and your landlord may disagree about whether your property is totally unusable, in which case you may end up having to go to court to resolve that dispute. You should therefore make sure to document the condition of the property (for example, by taking photos) before you terminate your lease.

If your property is totally unusable and you want to terminate your lease, Section 92.054 requires you give your landlord written notice of the termination. You should also make sure to give your landlord your forwarding address so that your landlord can return any rent refund that may be due to you as well as your security deposit. Although not technically required, you should send the written notice by certified mail and also keep a copy so that you can prove you sent it.

A form letter to terminate your lease accompanies this guide. **(Form #1)**

The refund of rent due to you is calculated pro rata from the day you move out. You should therefore document the date you move out so that you can establish the amount of the refund you are due. An effective way to do this is by sending your landlord written notice that you have moved (keep a copy for yourself). You should send this written notice even if you return the keys in person.

The return of your security deposit is subject to the same rules that normally apply. Therefore, you should not leave the apartment filled with abandoned property and should document the condition of the property upon move out.

Normally, the deposit together with an itemized list of deductions must be sent within 30 days. If your landlord fails to send you your security deposit or a list of deductions, you should send a demand letter. A form demand letter you can use accompanies this guide. **(Form #7)**

ii. Restrictions on Lease Terms If Your Landlord Lets You Change Apartments

Finally, if your home is left uninhabitable your landlord may offer to let you move into another, undamaged unit. In that event, Section 92.062 of the Property Code will apply to you:

“Sec. 92.062. LEASE TERM AFTER NATURAL DISASTER. If a rental premises is, as a practical matter, totally unusable for residential purposes as a result of a natural disaster such as a hurricane, tornado, flood, extended freeze, or widespread windstorm, a landlord that allows a tenant to move to another rental unit owned by the landlord may not require the tenant to execute a lease for a term longer than the term remaining on the tenant’s lease on the date the premises was rendered unusable as a result of the natural disaster.”

Section 92.062 applies where your home is effectively destroyed and you and your landlord agree that you will move into another property owned by the landlord. It does not allow the landlord to force you to move into another unit if you don’t want to do so.

Under Section 92.062, the landlord cannot make you execute a new lease for a term longer than your original lease. However, it does not prevent the landlord and tenant from mutually agreeing to a longer lease term. Nor does the provision create any enforcement mechanism for a landlord who refuses to lease another apartment except for a longer term. Therefore, in practice, Section 92.062 is unlikely to afford many protections or to be relevant in many cases.

C. When the Property Is Partially Unusable

Two issues are likely to confront tenants whose rental property is partially destroyed by natural disaster: (a) determining the availability, amount, and procedure for obtaining a rent reduction under Section 92.054(c); and (b) securing prompt repairs to the property. Each is addressed in turn.

i. Obtaining a Rent Reduction Under Section 92.054(c)

If your property is partially damaged as the result of a natural disaster, Section 92.054(b) of the Texas Property Code will apply to you. That section provides:

“If after a casualty loss the rental premises are partially unusable for residential purposes and if the casualty loss is not caused by the negligence or fault of the tenant, a member of the tenant’s family, or a guest or invitee of the tenant, the tenant is entitled to reduction in the rent in an amount proportionate to the extent the premises are unusable because of the casualty, but only on judgment of a county or district court. A landlord and tenant may agree otherwise in a written lease.”

“Casualty loss” is a legal term which basically means a loss caused by a “sudden, unexpected, or unusual event” such as a fire, tornado, or hurricane. If your home was damaged as a result of a natural disaster, the damage was likely a casualty loss. Section 92.054 does not apply where the damage is caused by the tenant, their family member, or a guest, but this will rarely be the case in the context of a natural disaster.

Under Section 92.054, you are entitled to a reduction in your rent until repairs are made, subject to two VERY IMPORTANT exceptions:

The first exception is that the right to a reduction in rent can be waived in a written lease. Therefore, you should check your lease to see if it says anything about rent in the event of natural disasters. If your lease is silent on the issue, you are entitled to the reduction in rent.

It is the opinion of the author that default versions of the two most commonly used lease forms in Texas - the Texas Apartment Association lease and the Texas Association of Realtors lease - do not contain effective waivers of the right to a rent reduction under 92.054(c). As the majority of Texas leases are based on one or the other of these forms, it is the opinion of the author that most affected tenants will be entitled to a rent reduction. **However, not all landlords use these leases and those who do sometimes include provisions or addenda that vary from the default versions of the form leases. It is therefore very important to carefully review your own lease in its entirety to determine for yourself whether your particular lease waives your right to a rent reduction. You may want to speak with an attorney if you are unclear about the meaning or effect of any specific terms in your lease.**

The second important thing to understand is that the rental abatement is only available following a court order. **DO NOT ATTEMPT TO UNILATERALLY REDUCE YOUR RENTAL PAYMENTS WITHOUT A COURT ORDER.** Doing so will likely get you evicted and sued for rent.

In order to avoid having to go to court, you may want to try to reach an agreement with your landlord on the amount and duration of the abatement (reduction). To prevent any misunderstanding, you and your landlord should put any agreement you reach in writing.

A form letter asking the landlord to agree to a rent reduction (**Form #2**) and a form agreement providing for such a reduction (**Form #3**) are provided with this guide.

If your landlord will not agree to an amount for a rent reduction, you can file a lawsuit and ask the court to decide on the amount of the rent reduction you should get. You cannot file that lawsuit in small claims court or Justice of the Peace court. You will have to file your lawsuit in a district or county court, so you should hire a lawyer, if possible, as the formal rules of civil procedure and evidence will apply. If you are forced to file a lawsuit and you win your lawsuit, Section 92.005 provides that your landlord will be required to pay your attorney's fees and court costs.

Section 92.054 does not provide any detailed mechanism for determining the amount by which rent should be reduced. Therefore, the best approach in trying to reach an agreement with your landlord on the amount of reduction is to use common sense. For example, if you believe that the damage to your apartment diminishes its value by 1/3rd, and your rent is \$750 per month, you could ask for a rent reduction of \$250 per month.

ii. Obtaining Repairs to the Property

Regardless of whether a rent reduction is available, a tenant will want to take steps to force the landlord to make repairs to the rental property. This section explains the law governing repairs.

The most important thing to understand about the law governing landlord repairs in Texas is that everything is built around making a proper repair request. Technically speaking,

a landlord in Texas does not have an obligation to provide safe or decent housing - *they have an obligation to diligently comply with a tenant's requests to fix things*. If you do not ask (or do not ask in the right way), your landlord has no legal obligation to lift a finger to help you - even if they know about the damage to your home.

This general rule still applies, regardless of whether your home has been mostly destroyed by a hurricane or you simply need a leaking faucet fixed. If you want to exercise any of your legal rights, you need to submit a proper WRITTEN request.

a. How to Submit an Effective Repair Request

A proper repair request should satisfy the following requirements, which are laid out in Section 92.056 of the Property Code:

1. The request should be in writing;
2. The request should request repairs to a condition which materially affects the physical health or safety of an ordinary tenant;
3. The request should be sent while rent is current (if you aren't current on rent, you can't make an enforceable repair request until you are);
4. The request should be sent to the person or place to whom rent is normally paid; and
5. The request should be sent by certified mail or another form of mail which allows for tracking (e.g. FedEx or UPS with a tracking number).

A fill-in-the-blank form for requesting repairs accompanies this guide. (Form #4) You should also remember to either take a picture or make a photocopy of your request so you will be able to prove what you sent later.

In the context of a widespread natural disaster like a hurricane, it is critically important to submit your written repair request by certified mail (or a similar form of mail that can be tracked). If you do not send your request by certified/tracked mail, by law you: (a) have to send two separate requests and (b) give your landlord a "reasonable time" to make the repairs *between* the requests. Since a reasonable time to make repairs following a natural disaster is likely to be longer than it normally would, if you do not send your first request by certified mail you may have to wait a very long time for repairs. Moreover, if your second request is sent before your landlord has had a reasonable time to make the repairs, it will be legally ineffective.

The procedure suggested above is not the only legal way to request repairs but it is the best way and the only good way to make sure your legal rights are protected. If you do not want to follow this procedure, you should read Section 92.056 in the Property Code very carefully to make sure that whatever alternative method you employ is legally effective.

b. After Your Repair Request Is Submitted

Once you have submitted your repair request properly, your landlord is obligated to make a diligent effort to repair or remedy the condition within a reasonable time.

The Property Code does not specifically define what constitutes a "reasonable time" to make repairs. Rather, Section 92.056(d) provides:

"[I]n determining whether a period of time is a reasonable time to repair or remedy a condition, there is a rebuttable presumption that seven days is a reasonable time. To rebut that presumption, the date on which the landlord received the tenant's notice, the severity and nature of the condition, and the reasonable availability of materials and labor and of utilities from a utility company must be considered."

In the context of a widespread natural disaster, securing materials and labor is likely to be harder than normal. Thus, a landlord may be able to successfully argue that a "reasonable time" to make repairs is longer than it would normally be.

Moreover, where the damage to the property is a "casualty loss" (see above) covered by the landlord's insurance, Section 92.054(a) provides that the landlord's time to make repairs does not begin to run until the landlord receives the insurance proceeds.

If your landlord is taking longer than you think is reasonable to make repairs, you can send your landlord a written request for an explanation of the delay. Section 92.053(b) of the Property Code provides that if you request a written explanation for the delay and your landlord fails to provide one within 5 days, then if you later have to file a lawsuit your landlord will bear the burden of proof to establish that they acted diligently to seek repairs.

A form you can use to ask your landlord for a written explanation accompanies this guide. **(Form #5)**

c. Your Rights if Your Landlord Still Won't Repair

If you've properly submitted your repair request and your landlord still isn't making a diligent effort to make repairs after a reasonable time, Texas law generally gives you three sorts of rights: (a) "judicial" remedies (i.e. compensation you can get through a lawsuit), (b) "non-judicial" remedies (i.e. rights you can exercise without a lawsuit), and (c) a "self help" right to make repairs yourself and deduct the cost from your rent (this last option is generally a bad one, as explained below).

The non-judicial remedies available to a tenant are provided by Section 92.056(f) and include:

(a) the right to unilaterally terminate the lease and move out;

(b) the right to a pro-rata refund of excess rent paid after the date of move out or termination (whichever is later) (e.g. if you paid all of October's rent on the 1st and move out October 10th, you'd be entitled to a refund of 21 days worth of rent); and

(c) the right to deduct the security deposit from rent through the date of move out (e.g. if you paid all of September's rent, terminate on September 25th and move on October 5th, you can deduct the rent you owe for the 5 days you stayed in October from the Security deposit you originally put down).

If you decide to terminate your lease, you should review Section 92.056 in the property code carefully to ensure that all of the prerequisites for termination are satisfied. Otherwise,

you might be illegally breaking your lease. You should also make sure to give your landlord notice that you are terminating your lease for failure to repair - do not simply move out. A form you can use to give this notice accompanies this guide. (Form #6)

The judicial remedies available to a tenant are provided by Section 92.0563 and include all of the following:

- A court order (called an injunction) requiring the landlord to take steps to fix the problem;
- A court order reducing the tenant's rent in proportion to the amount that the unrepaired condition decreases the property's value, running from the date of the first repair request until the condition is repaired;
- A civil penalty (which gets paid to the tenant) of one month's rent, plus \$500;
- A judgment for the tenant's "actual damages"; and
- A judgment for the tenant's attorney's fees if the tenant wins.

As a general rule, a tenant is entitled to exercise both their judicial and nonjudicial remedies - i.e. you can move out and also sue. However, if you terminate your lease and move out you cannot get the court order telling your landlord to make repairs or a rent reduction order from the court. This makes sense if you think about it: if you've moved out, you have no continuing legal interest in making your landlord do something to the property.

Finally, Sections 92.0561 and 92.0562 create a procedure by which a tenant can make the repairs themselves and deduct the cost of the repairs from their rent. While this may sound appealing, it is actually almost always a very bad idea to attempt to use this procedure. First, the procedure is very complex and very easy to mess up. If you don't follow it correctly, you've spent your own money improving the landlord's property and also not paid rent. Now your landlord can evict you for nonpayment of rent and you don't get back the money you spent fixing their property.

If you do decide to use the repair and deduct remedy, it is very important to read all of Sections 92.056, 92.0561 and 92.0562 very carefully and make sure that you follow the procedure exactly. You can find a copy of the statutes for free here:

<http://www.statutes.legis.state.tx.us/Docs/PR/htm/PR.92.htm#92.0561>

D. Your Rights if Your Landlord "Closes" the Rental Property

Finally, Section 92.055 creates a rarely used procedure by which a landlord can "close" the rental property and kick out the tenant. However, landlords rarely use this procedure because it requires the landlord to stop leasing the property to anyone for at least six months and also often (but not always) requires the landlord to pay the tenant money. The relevant parts of this statute are as follows:

Sec. 92.055. CLOSING THE RENTAL PREMISES. (a) A landlord may close a rental unit at any time by giving written notice by certified mail, return receipt requested, to the tenant and to the local health officer and local building inspector, if any, stating that:

(1) the landlord is terminating the tenancy as soon as legally possible; and

(2) after the tenant moves out the landlord will either immediately demolish the rental unit or no longer use the unit for residential purposes.

(b) After a tenant receives the notice and moves out:

(1) the local health officer or building inspector may not allow occupancy of or utility service by separate meter to the rental unit until the officer certifies that he knows of no condition that materially affects the physical health or safety of an ordinary tenant; and

(2) the landlord may not allow reoccupancy or reconnection of utilities by separate meter within six months after the date the tenant moves out.

(c) If the landlord gives the tenant the notice closing the rental unit:

(1) before the tenant gives a repair notice to the landlord, the remedies of this subchapter do not apply;

(2) after the tenant gives a repair notice to the landlord but before the landlord has had a reasonable time to make repairs, the tenant is entitled only to the remedies under Subsection (d) of this section and Subdivisions (3), (4), and (5) of Subsection (a) of Section 92.0563; or

(3) after the tenant gives a repair notice to the landlord and after the landlord has had a reasonable time to make repairs, the tenant is entitled only to the remedies under Subsection (d) of this section and Subdivisions (3), (4), and (5) of Subsection (a) of Section 92.0563.

(d) If the landlord closes the rental unit after the tenant gives the landlord a notice to repair and the tenant moves out on or before the end of the rental term, the landlord must pay the tenant's actual and reasonable moving expenses, refund a pro rata portion of the tenant's rent from the date the tenant moves out, and, if otherwise required by law, return the tenant's security deposit.

(e) A landlord who violates Subsection (b) or (d) is liable to the tenant for an amount equal to the total of one month's rent plus \$100 and attorney's fees.

One important thing to understand is that this procedure is distinct from the right of either the tenant or the landlord to terminate the lease under Section 92.054(b) where "the rental premises are as a practical matter totally unusable for residential purposes" (see the discussion in part B for more on that provision). When the rental premises are totally destroyed, the landlord doesn't need to use the 92.055 procedure because either party to the lease can terminate.

Thus, if your landlord is attempting to terminate your lease it's important to determine whether they're trying to do so under 92.054(b) or 92.055. If the rental premises are damaged

but not as a practical matter totally unusable, the 92.055 procedure is generally the only way for the landlord to terminate the lease and section 92.055 will apply to you. On the other hand, if the premises are effectively unusable Section 92.055 will not apply to you and you will not be entitled to compensation under it.

As you can see from the above, it is very important to give your landlord notice to repair as soon as possible so that if your landlord closes the property you can be compensated for your moving and other expenses. If your landlord closes the property before you ask for repairs, you get nothing (although the landlord is still legally barred from re-leasing the apartment for six months).

If the landlord closes the property after you asked for repairs, you are entitled to the following monetary compensation from your landlord:

- (1) a civil penalty of one month's rent plus \$500;
- (2) your actual damages from the failure to repair;
- (3) your attorney's fees if you hire an attorney; and
- (4) your actual and reasonable moving expenses.

If you plan to seek your moving expenses from your landlord, you should be sure to document them. For example, you should keep receipts for any moving truck you rent, money you pay people to help you move, and wages you lose if you have to take off work to move.

**TENANT'S NOTICE OF
LEASE TERMINATION FOLLOWING CASUALTY LOSS**

TO: _____
(Landlord's name)

FROM: _____
(Tenant's name)

(Landlord's address)

(Tenant's address & apartment number)

(Landlord city, state, and zip)

(Tenant's city, state, and zip)

DATE: _____

Certified Mail, Return Receipt Requested

Dear Landlord,

As you know, the property I rent from you was heavily damaged by:

Identify natural disaster

As a result, the property is now as a practical matter totally unusable for residential purposes. The property is therefore a casualty loss under Section 92.054 of the Texas Property Code and I am entitled to terminate the lease.

This letter is my notice to you that I am terminating the lease and intend to move out as soon as possible. Pursuant to Section 92.054, I am entitled to a pro-rata refund of rent from the date I move out and the return of my security deposit. Pursuant to Subchapter C, Chapter 92 of the Texas Property Code, the deposit together with an itemized list of any lawful deductions from my deposit should be sent to me within 30 days. Please send my refundable rent plus my deposit and any itemization to:

Tenant forwarding address

(Tenant signature)

(Tenant printed name)

Date: _____

(Landlord Name)

(Landlord Address)

(Landlord city, state, zip)

RE: Rent Reduction Under § 92.054(c) of the Texas Property Code Following Casualty Loss; Proposed Agreement on Amount & Duration of Reduction

Dear Landlord:

As you are aware, the property I rent from you was recently damaged by a natural disaster when:

Identify natural disaster damaging property

Under Section 92.054(c) of the Texas Property Code, this is considered a “casualty loss” and I am “entitled to reduction in the rent in an amount proportionate to the extent the premises are unusable because of the casualty.” Nothing in my lease waives that right.

That provision normally requires that I ask a court to assess the amount of the rent reduction. However, were I to do so you would be required to pay my attorney’s fees if I prevail (*see* § 92.005). Therefore, I believe it would be cheaper and easier for both of us to agree on the amount and duration of a rent reduction without going to court.

I propose we agree that my current rent of \$_____ be reduced by \$_____ from the date of the damage until repairs are completed. If you agree, a proposed agreement formalizing these terms accompanies this letter - please sign the agreement and return it to me.

Sincerely,

(Tenant Signature)

(Printed Name)

(Tenant Address)

AGREEMENT FOR RENT REDUCTION PER § 92.054(c)

1. Parties. This is an agreement between the following landlord and tenant(s):

(Landlord's name)

(Tenant name(s))

(Landlord's address)

(Tenant's address & apartment number)

(Landlord city, state, and zip)

(Tenant's city, state, and zip)

2. Property Damaged. The property Tenant(s) rent from Landlord was damaged as a casualty loss when:

Identify natural disaster and resulting damage

3. Rent Reduction. Following the property damage, the Tenant(s) requested rent be reduced pursuant to Section 92.054(c) of the Texas Property Code. For the purpose of avoiding the uncertainty, expense, and time consumption of litigation, the parties now agree that, in lieu of Tenant(s) right to seek Court assessment of the reduction, rent will be reduced as follows:

The normal monthly rent of \$ _____ will be reduced by \$ _____ per month.

4. Duration of Reduction. The reduction in rent provided for by this agreement will run from the date of the damage until the damage is repaired by Landlord. Landlord will notify tenant(s) in writing once Landlord believes that all necessary repairs have been completed. The rent reduction will be pro-rated for any month where the reduction begins or ends in the middle of the month. Any rent previously paid in excess of the amount due will be credited to future payments.

5. Other Lease Terms Not Affected. This agreement only affects rent while repairs are being made. No other lease terms or rights of the parties are affected by this agreement.

(Landlord Signature)

(Tenant(s) signature)

(Landlord printed name)

(Tenant(s) printed name)

(Date of signature)

(Date of signature)

TENANT'S NOTICE TO REPAIR

TO: _____
(Landlord's name)

FROM: _____
(Tenant's name)

(Landlord's address)

(Tenant's address & apartment number)

(Landlord city, state, and zip)

(Tenant's city, state, and zip)

DATE: _____

Certified Mail, Return Receipt Requested

Please repair and remedy the following conditions:

Please repair and remedy these conditions as soon as possible. If repairs take more than 7 days to complete, then please provide me a written explanation for the delay in performing repairs. These conditions materially affect health and safety and should be dealt with quickly.

Thank you for your prompt attention to this matter,

(Tenant signature)

(Tenant printed name)

**TENANT'S REQUEST FOR
WRITTEN EXPLANATION OF DELAY IN MAKING REPAIRS**

TO: _____
(Landlord's name)

FROM: _____
(Tenant's name)

(Landlord's address)

(Tenant's address & apartment number)

(Landlord city, state, and zip)

(Tenant's city, state, and zip)

DATE: _____

Certified Mail, Return Receipt Requested

Dear Landlord,

As you know, on _____ I requested you make the following repairs:
Date of prior request

Identify repairs previously requested

To date, these repairs have not been made despite the fact that a reasonable time for doing so has passed. I am once again asking that these repairs be completed. Moreover, pursuant to Section 92.053 of the Texas Property Code, I hereby demand a written explanation of the delay in making repairs.

Sincerely,

(Tenant signature)

(Tenant printed name)

**TENANT'S NOTICE OF
LEASE TERMINATION FOR FAILURE TO REPAIR**

TO: _____
(Landlord's name)

FROM: _____
(Tenant's name)

(Landlord's address)

(Tenant's address & apartment number)

(Landlord city, state, and zip)

(Tenant's city, state, and zip)

DATE: _____

Certified Mail, Return Receipt Requested

Dear Landlord,

As you know, I have previously requested that you make repairs to conditions materially affecting health or safety. These requests were sent to you in writing on:

Identify date(s) of prior repair request(s)

Despite my request(s), and the passing of a reasonable time for the repairs to be made, you have not made a diligent effort to repair or remedy the conditions.

Therefore, I am now terminating the lease pursuant to Section 92.056 of the Texas Property Code. Pursuant to Section 92.056(f)(1), I am entitled to a pro rata refund of rent from the date of termination or the date I move out, whichever is later. Pursuant to Section 92.056(f)(2) I am entitled to deduct my security deposit from the rent without necessity of lawsuit, or obtain a refund of the tenant's security deposit according to law.

Pursuant to Subchapter C, Chapter 92 of the Texas Property Code, the deposit together with an itemized list of any lawful deductions from my deposit should be sent to me within 30 days. Please send my refundable rent plus my deposit and any itemization to:

Tenant forwarding address

(Tenant signature)

Date: _____

Certified Mail, Return Receipt Requested

(Landlord Name)

(Landlord Address)

(Landlord city, state, zip)

Greetings:

As you are aware, I placed a security deposit with you when I leased a property from you. I have since vacated the property. However, you have either not returned the deposit or have made improper deductions from it. Please send the balance of my deposit, together with a written description and itemized list of all deductions, to the following address:

(Address to send balance of deposit & accounting)

Under Texas law, a landlord is required to return a security deposit, together with a list and explanation of any deductions, within 30 days of the end of the lease. A landlord is not allowed to deduct from the deposit for normal wear and tear. A tenant's rights in this regard may not be waived, and nothing in this letter should be taken as a waiver of any rights or deadlines. If you have questions about your obligations regarding the security deposit, you should review Subchapter C of Chapter 92 of the Texas Property Code.

Sincerely,

(Tenant Signature)

(Printed Name)