

Renter's Rights and Guidelines

It is important to know what you are agreeing to and what your rights are when renting property. Remember to read your lease before signing it and ask any questions you feel are necessary. Also, keep a copy of your lease and other important papers for reference later.

Renter's Issue Guide

Repairs

A landlord must make an effort to repair items he or she supplies if the condition is caused by normal wear and tear and:

You describe the condition to your landlord (in writing if required by your lease)

You have paid your rent on time when the description is written

The condition materially affects an ordinary tenant's physical health or safety.

A landlord must make repairs in a "reasonable time" - meaning the time it would take a reasonable person to repair or replace the item - or provide a written explanation of the delay on or before the fifth day after receiving the tenant's letter.

If the landlord does not fix the problem, then the tenant can repair the problem and deduct from the rent the amount of money required for repairs (see Tex. Prop. Code Ann. 92.056 and 92.0561 and Texas Tenant Rights to Repair and Deduct"). If the landlord proceeds with an eviction because a tenant did not pay the full amount of rent in this situation, then the tenant can use as a defense that the rental unit was legally uninhabitable.

UTILITIES

If you have paid your utilities on time, a landlord cannot shut them off except in case of emergency or for repair. Electricity may be shut off for repair only during normal business hours and cannot be intentionally turned off at all on days when the landlord or manager is not available.

If you fail to pay your rent or utilities, a landlord must:

Wait until you are at least seven days late in payment

Provide written warning at least five days in advance of turning off utilities stating the exact date of disconnection.

Failure to Pay Rent

If you fail to pay rent, a landlord can change your locks following a written warning mailed five days prior or three days prior if hand delivered or posted on the inside of your front door. The warning must tell you where to go pay your rent, where you can pay late rent and a number answered 24 hours a day that you can call to get a new key within two hours.

The landlord must provide a new key at any hour, even if you do not pay any of the late rent . Failure to pay rent, however may be grounds for eviction.

If Stated in bold or underlined print with specific steps in your lease agreement, a landlord may enter a residence and seize property to sell to pay the amount of rent owed.

A Landlord cannot take:

Clothes, Tools and books of a trade or profession, School books, Family libraries, Family portraits or pictures, any furniture (couch, living room chairs Etc.), Beds, Blankets, sheets or pillows, Kitchen furniture and utensils, Food, Medicine and medical supplies, Vehicles (car, truck, motorcycle Etc.) Agricultural tools, children's toys or any other item the landlord or representative knows to be owned by someone other than the tenant or items the landlord or representative knows to be security for a loan.

Eviction

In Texas, a landlord can terminate a tenancy early if the tenant does not pay rent or violates the lease or rental agreement (for example, by having a dog when none are allowed or continually throwing loud parties). Before filing an eviction lawsuit, the landlord must first give the tenant a three-day notice to vacate. The landlord does not have to give the tenant the option to fix the violation or pay the rent. If the tenant does not move out of the rental unit at the end of the three days, then the landlord can file an eviction lawsuit with the court (see Tex. Prop. Code Ann. § 24.005).

A landlord cannot force a tenant out of a rental unit by using such means as changing the locks or turning off the utilities. These types of actions are prohibited by Texas state law (Tex. Prop. Code § § 92.008, 92.0081, 92.009), even if a landlord is justified in evicting a tenant (for example, if the tenant didn't pay rent). The landlord must follow all the procedures set out in the Texas State Property Code. A landlord who engages in these types of "self-help" actions will likely have their case dismissed and have to pay damages to the tenant.

The Texas State Property Code informs landlords and tenants of the responsibilities landlords have to keep a rental unit safe and habitable. Landlords have a responsibility to repair anything in a rental unit that affects the physical health or safety of a tenant, such as raw sewage backing up into the apartment or lack of heat. However, the tenant must first inform the landlord in writing that the rental unit has a health or safety problem and the tenant must be fully paid up in rent. Then the landlord has no more than seven days to fix the problem (see Tex. Prop. Code Ann. § 92.052 and 92.056).

For more information on tenants' rights, see the articles available at:

Advocacy, Inc

(210) 737-0499

6800 Park Ten Blvd

San Antonio, TX 78213

Civil Rights, Education, Employment and Health Care

Atascosa Family Crisis Center

(830) 569-2001

Pleasanton, TX

Catholic Charities of San Antonio Legal and Migration Services.

(210) 433-3256

2903 West Salinas Street

San Antonio, TX 78207

To report a water or sewage leak

During regular business hours, please call City Hall @ 830-742-3574

On weekends or holidays call the City Hall number to be connected to the On Call public works employee.

Be sure to lock your doors and windows when you leave. Take photographs of your personal property. T.V.'s, stereos, computers, and other electronic items and tools. Take an overall picture and a picture of the items serial number. If the item does not have a serial number, try to mark the item with a personal identification number. Collapse boxes of purchased items and fold them to fit in the trash bins. This way you are not advertising what you own.

City of Poteet

Grounds for eviction in leases vary, but generally include:

- Failure to pay rent
 - Breaking any criminal law
 - Violated rules or policies of the apartment or residential community
 - Violating the pet policy
 - Letting people live in your residence who are not on the lease agreement
 - Having illegal drugs or paraphernalia in your residence
 - Disturbing the rights and convenience of neighbors or guests
 - Incorrect information on your lease application.
- State law allows for eviction if the residence is used for criminal activity: i.e. Drugs, domestic violence; prostitution; to display or distribute obscene material; for the sale, distribution or display of material harmful to minors; or possession or promotion of children pornography. Tex. Prop. Code Ann. § 91.003

If you have additional questions regarding issues with a landlord or possible eviction, contact one of the following agencies:

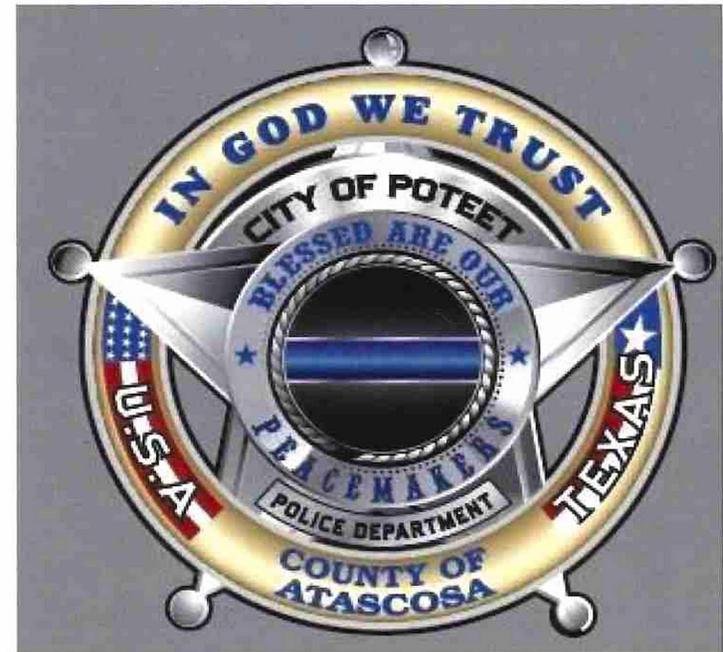
Better Business Bureau
425 Soledad St Suite 500
San Antonio, TX 78205
Phone: (210) 828-8752

Rental Handbook

TexasTenant.org, a site maintained by the Texas Low Income Housing Information Service that includes useful advice on tenant defenses to evictions in Texas.

The Texas Attorney General also has several articles regarding tenant rights available online, at texasattorneygeneral.gov/cpd/tenant-rights, including a brochure discussing recent changes to landlord-tenant law in Texas.

Tenants who live in federally assisted housing should check out the tenant resource page at HUD.gov



At a Glance

Alarm Permit Fees: \$40.00/ Residential Alarm

Animal Permits: Must provide proof of rabies vaccine.

\$5/ Spayed/Neutered (Fixed) Animal

\$15/ Non-Spayed/Neutered (Intact) Animal

Limit of four (4) animals per household.

Annual Inspections Are Mandatory

\$75.00; Re-inspection \$50.00

