



# The Tenant Leasing Guide

August 2014

Congratulations! The decision to lease home is an exciting one. The experience should be enjoyable as well as get you the perfect home with the least amount of hassle.

I am devoted to using my expertise to make your transaction successful!

Leasing a home is a very important decision. I would like to help you with honest, accurate information so you can make well-informed decisions regarding the lease of your home. This booklet will give you an idea of what to expect during each phase of your transaction, including important information and reference pages.

Please keep this booklet during all house hunting related activities: meetings, house hunting trips, etc. Use it to take notes and to help answer questions you may have. Making this transaction as easy as possible for you is my job. I am happy to serve **ALL** your real estate needs!





# Pilkenton Real Estate, Inc.

6951 Virginia Parkway, Suite 100

P. O. Box 141

McKinney, TX 75071

(972) 542-2822

PILKENTON REAL ESTATE is characterized by a wealth of experience and backgrounds and degrees to make this truly a well-rounded full service team. PILKENTON REAL ESTATE is the largest Real Estate Property Management Firm in Central Collin County and is teamed with KELLER WILLIAMS REALTY, WHICH has offices in McKinney, Frisco, Allen, Plano and North Dallas. Teamwork is the concept we share.

PILKENTON REAL ESTATE was founded in 1985 by Ken Pilkenton and has become the leader in leasing and property management in Central Collin County. PILKENTON REAL ESTATE has managed as many as 225 properties for an array of 50+ owners.

PILKENTON REAL ESTATE has had great success enabling an owner to retain a property, make mortgage payments and bridge the gap until the market value and the mortgage balance allows the property to be sold without "out of pocket" expenses from the owner. With our experience, we can advise an owner of many options whether selling, leasing or investing.

KELLER WILLIAMS REALTY was founded in 1983 by Gary Keller and Joe Williams and has been growing ever since. Within the Dallas/Fort Worth Metroplex, there are 25 market centers with more than 3,900 sales associates, all of which network and cooperatively work together. This enables optimum exposure in the marketplace for owners KELLER WILLIAMS REALTY in McKinney is number one in volume and listed volume in the McKinney market. There are more than 700 national and international KELLER WILLIAMS REALTY offices with over 100,000 sales associates. KELLER WILLIAMS REALTY is the largest real estate firm in America.

In Collin County Texas, Keller Williams Realty accounts for 1,400 of the 5,000 registered agents.

Besides the high experience level of the agents, another contributing factor to the success of the offices are the commitment of each individual working there. Every person is dedicated not only to personal success but to the overall success of the company. This is very evident in the spirit of cooperation that permeates the office. KELLER WILLIAMS REALTY has profit sharing within each market center, which further promotes the spirit of cooperation.





# Why KELLER WILLIAMS REALTY and PILKENTON REAL ESTATE?

- **Full-Time Professionals:** KELLER WILLIAMS REALTY and PILKENTON REAL ESTATE is made up of top full time agents and supporting staff that were carefully selected to be a part of our firm.
- **Knowledgeable:** In addition to normal real estate education requirements for licensing, all of our associates have completed rigorous and continuous real estate training to keep them up-to-date on current real estate trends and information. Our training is the most comprehensive in the industry.
- **Professional Standards:** At KELLER WILLIAMS REALTY and PILKENTON REAL ESTATE, we have a saying that goes “We don’t do that here” and we stand by it. Our standards of performance for ourselves are for your benefits and they are the highest in the industry. Our policy manual guarantees our professional standards.
- **Pre-Qualified Prospects:** KELLER WILLIAMS REALTY and PILKENTON REAL ESTATE work to protect prospects and owners by obtaining prequalifying information on all prospects. This service helps prospects know if they may qualify for a home.
- **Inventory Knowledge:** In order to be successful in working with prospects, KELLER WILLIAMS REALTY and PILKENTON REAL ESTATE maintain a large inventory of brokerage and new homes available. Our associates are always aware of the available properties throughout the area.
- **Full Service:** Our responsibility does not stop with the signing of the contract. Our associates maintain a follow-up system with: the other agents, lenders, inspection services, appraisers, title companies and others. This assures you that all of the necessary paperwork and activities related to the transaction are handled smoothly and with as few problems as possible.
- **Marketing Center:** Our offices are in the marketplace! From this strategic location we can professionally serve customers and clients better than any other real estate company.
- **7-Day Availability:** Our marketing centers are open 7 days a week. There is always a licensed agent available to work with customers.
- **Total Commitment:** At KELLER WILLIAMS REALTY and PILKENTON REAL ESTATE, our commitment to you is this: We will always strive to provide professional real estate services to the very best of our ability.
- **Property Management:** PILKENTON REAL ESTATE is open Monday – Friday 9:00 am to 5:00 pm. We are available other times by appointment. We are available to our tenants 24/7 via EMERGENCY pager.





# Ken Pilkenton

KELLER WILLIAMS REALTY  
6951 Virginia Parkway, Suite 100  
McKinney, TX 75071  
(972) 562-8883

PILKENTON REAL ESTATE  
P. O. Box 141  
McKinney, TX 75070  
(972) 542-2822

## OBJECTIVE:

To market properties utilizing sound planning, professional ethics, persuasive skills, and strong company support.

## BUSINESS ACHIEVEMENTS:

Texas Real Estate Salesman License 1966  
Outstanding Young Men of America 1977  
Who's Who of Religion 1978  
"Angel" Award (TV Program Producer) 1983  
Associates of Arts Degree in Real Estate – Collin County Community College 1990  
Texas Real Estate Broker License 1990  
Collin County Commissioner Appointed by Judge Barry 1994-Current  
Board of Advisors – Real Estate Dept. Collin County Community College 1994-Current / Chairman 1998-1999  
Board of Commissioners – Housing Authority of McKinney 1995-1997  
Board of Commissioners – McKinney Housing Opportunities Corp. 1996-Current  
"Pinnacle" Office Award for Quality Service 1997  
Certified Corporate Property Specialist 1997  
Certified Residential Marketing Specialist 1997  
Invitation to Who's Who of Business 1997  
"Top 10 Office in DFW Area" 3 times  
Multi-Million Dollar Producer / Top Producer in Office Numerous Months  
#9 Team Award 2000  
\$1 Million in 1 Month Several Months

## BUSINESS EXPERIENCE:

1962-1967	General Motors Service Representative
1964-1984	Traveling Christian Music – Minister – Seminar Speaker
1985-Current	Active in McKinney Area Real Estate

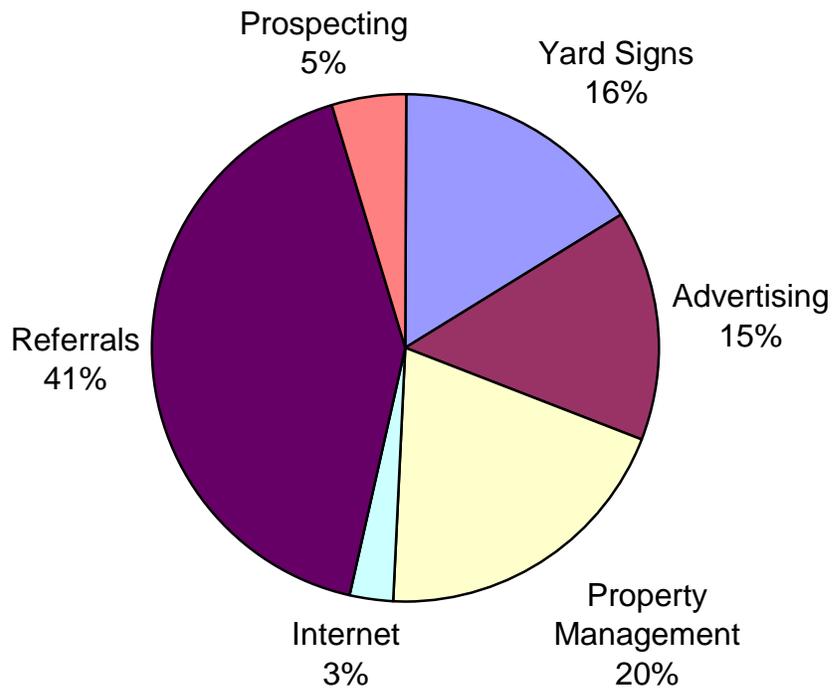
## SKILLS:

Expert in residential sale/lease marketing and promotion  
Knowledgeable in all aspects of real estate sales including residential, property management, leasing, investment and commercial





# Where Do My Customers Come From?





# Relocation Client List

A few of the many area companies I have assisted...

E. D. S.

Ericsson

Perot Systems

Raytheon

Texas Instruments

City of McKinney

McKinney Housing Authority

Nortel Networks

Delta Airlines

Burnside Heating and Air

McKinney Aerospace

United American Insurance Company

City of Plano

J. C. Penny

Anna Independent School District

Exxon-Mobile

Farm Bureau Insurance

A. G. Edwards

North Central Medical Center

McKinney Independent School District

City of Irving





# Why Do You Need A REALTOR®

A REALTOR® brings a wealth of knowledge and experience to the business of leasing a home. In fact, a licensed real estate professional provides much more than the service of helping you find the home of your dreams. REALTORS® are not just sales agents. They are expert negotiators, seasoned financial advisors, and superb navigators around the local neighborhood. They are members of the National Association of REALTORS® (NAR) and must abide by a Code of Ethics and Standards of Practice enforced by the NAR. A professional REALTOR® is your best resource when leasing a home.

## Let Me Be Your Guide

- Working with me can save you endless amounts of time, money and frustration.
- I know the housing market inside and out and can help you avoid a “wild goose chase.”
- I can help you with any house even if it is listed by another company for lease.
- I am an excellent source for general information about the community, specific information about schools, churches, shopping, transportation, and pricing.
- I bring objectivity to the leasing transaction, and can point out advantages and disadvantages of a particular property.

And the BEST thing is that all this help normally won't cost you a cent. Generally, the landlord pays the commission to REALTORS®. However, that doesn't affect my dedication or the spirit of teamwork that I will put into helping you find and lease the home of your dreams. After all, my success depends on your success.





# Code of Ethics of the National Association of REALTORS®

## The REALTORS'® Pledge of Performance and Service

The National Association of REALTORS® adopted a Code of Ethics in 1913 following the professions of medicine, law and engineering.

REALTORS® are real estate professionals who have chosen to join the National Association of REALTORS® and abide by its strict Code of Ethics. What does this mean to you? It means that any REALTOR® you work with has voluntarily agreed to abide by a Code of Ethics based on professionalism and protection of the public. REALTORS® are subject to disciplinary action and sanctions if they violate the duties imposed by the Code of Ethics.

The Code of Ethics is a detailed document spelling out the professional responsibilities of every REALTOR®. The following summary is provided for your convenience, but is not a substitute for the actual Code. Do not hesitate to ask a REALTOR® for a copy of the Code, including the Standards of Practice. The Code is your assurance of dealing with a professional having your best interests in mind.

The Code of Ethics consists of seventeen Articles and related Standards of Practice. The Code's basic principles can be summarized as follows:

## Duties to Clients and Customers

- Article 1 REALTORS® protect and promote their client's interests while treating all parties honestly.
- Article 2 REALTORS® refrain from exaggeration, misrepresentation or concealment of pertinent facts related to the property or transaction.
- Article 3 REALTORS® cooperate with other real estate professionals to advance their clients' best interests.
- Article 4 When buying or selling on their own account or for their families or firms, REALTORS® make their true position or interest known.
- Article 5 REALTORS® do not provide professional services where they have any present or contemplated interest in the property without disclosing that interest to all affected parties.
- Article 6 REALTORS® disclose any fee or financial benefit they may receive from recommending related real estate products or services.





- Article 7 REALTORS® receive compensation from only one party, except where they make full disclosure and receive informed consent from their clients.
- Article 8 REALTORS® keep entrusted funds of clients and customers in a separate escrow account.
- Article 9 REALTORS® make sure that the contract details are spelled out in writing and all that parties receive copies.

## Duties to the Public

- Article 10 REALTORS® give equal professional services to all clients and customers irrespective of race, color, religion, sex, handicap, familial status, or national origin.
- Article 11 REALTORS® are knowledgeable and competent in the fields of practice in which they engage or they get assistance from a knowledgeable professional, or disclose any lack of expertise to their client.
- Article 12 REALTORS® paint a true picture in their advertising and in other public representations.
- Article 13 REALTORS® do not engage in the unauthorized practice of law.
- Article 14 REALTORS® willingly participate in ethics investigations and enforcement actions.

## Duties to REALTORS®

- Article 15 REALTORS® make only truthful, objective comments about other real estate professionals.
- Article 16 REALTORS® respect the exclusive, professional relationship that other REALTORS® have with their clients.
- Article 17 REALTORS® arbitrate financial disagreements with other REALTORS® and with their clients.

*Please remember that this is simply a general overview of the Code of Ethic's key principles. For additional information on the Code of Ethics and its enforcement, speak with a REALTOR® or contact the local association of REALTORS®.*





# Step by Step...

## The Leasing Process

### Find a REALTOR® you can trust...The First Step...

Find an experienced REALTOR® that you can trust and sign a Tenant Representation Agreement. This guarantees, by the laws of the state, that your needs are met professionally and represented throughout the entire process of leasing your home.

### Looking for a home...The Next Step...

Look at various homes. I am available to help you find your dream home.

### Your Application...Be Accurate - This is an Important Step...

When you find your dream home, you should present a complete application along with appropriate application fees and security deposit. These should be in certified funds.

### The Lease, We're Starting to Jog Now...

When the landlord accepts your application, you will need to sign the lease. You want to make sure every detail is handled accurately and timely. I will do everything possible to help ensure this happens.

Now it is almost yours! The Next Step Will Be Into Your New Home...





# Glossary of Real Estate Brokerage Relationships

In Texas, real estate brokers and their salespersons are required to disclose the type of working relationship they have with the customer in a real estate transaction. There are several types of relationships that are available to you. You should understand these at the time a broker provides specific assistance to you in leasing real estate. Tenant's Agent, Landlord's Agent and Intermediary relationships are commonly referred to as "agency" relationships and carry with them legal duties and responsibilities for the broker as well as for the tenant and landlord.

## Tenant's Agent

A Tenant's Agent acts solely on behalf of the tenant and owes duties to the tenant, which includes the utmost good faith, loyalty, and fidelity. The agent will act as an advocate for the tenant. The agent must disclose to landlords all adverse material facts concerning the tenant's financial ability to perform the terms of the transaction. A separate written tenant's agreement is required that sets forth the duties and obligations of the parties.

## Landlord's Agent

A Landlord's Agent acts solely on behalf of the landlord and owes duties to the landlord that include the utmost good faith, loyalty, and fidelity. The agent will act as an advocate for the landlord. The agent must disclose to tenants all adverse material facts about the property known by the broker. A separate written listing





agreement is required which sets forth the duties and obligations of the parties.

## Intermediary Relationship

If a broker represents both the tenant as a tenant's agent and the landlord as a landlord's agent in the same transaction, then the broker is acting as an intermediary in that transaction.

The broker acting as an intermediary:

- Shall treat all parties honestly.
- May not disclose that the landlord will accept a price less than the asking price unless authorized in writing to do so by the landlord.
- May not disclose that the tenant will pay a price greater than the price submitted in a written offer unless authorized in writing by the tenant.
- May not disclose any confidential information or any information that a party specifically instructs the broker in writing not to disclose unless authorized in writing to disclose the information or required to do so by the Texas Real Estate License Act or a court order or if the information relates to the condition of the property.

With the parties' consent, a broker acting as an intermediary between the parties may appoint a person who is licensed under the Texas Real Estate License Act and associated with the broker to communicate with and carry out instructions of one party and another person who is licensed under the Texas Real Estate License Act and associated with the broker to communicate with and carry out instructions of the other party.





# The Advantages of a Tenant Representation Agreement

## Your interests are professionally represented

Enlisting the services of a professional Tenant's Agent is similar to using an accountant to help you with your taxes, a doctor to help you with your health care, or a mechanic to help you with your car. So the first advantage is pretty obvious. If you had the time to devote to learning all you need to know about accounting, medicine, and automotive mechanics, you could do these services yourself. But who has the time? You probably already have a full-time career to which you are committed. This is why you allow other professionals to help you in specific areas of expertise.

I have devoted my time to perfecting a career in real estate service. Continuous education, market research and vast experience are combined to help you find the perfect home quickly. I will take care of all the hassles of every day real estate transactions for you. You concentrate on your full-time job, while I do my job. I will guide you through the home leasing process and exclusively represent your interests as I help you find a home and sign a lease.

## You will get a great home quickly and conveniently

The advantage to signing a Tenant's Agency Agreement with me is that you will have a professional working hard to find and secure the perfect home for you when you need it. It is difficult to find a home that meets your needs and sign a lease without an experienced real estate consultant. I have vast computer networks to make sure you only tour homes that meet your specific needs. You won't need to spend endless evenings and weekends driving around looking for homes for lease or trying to search computer networks yourself. When you tour homes with me, you will already know that the homes meet your criteria for bedrooms, bathrooms, garage spaces, square footage, neighborhood, etc. Also, I will ensure you are looking at homes that are in the price range YOU desire.





## You get a personal specialist who knows your needs

Just as your accountant, doctor, and mechanic get to know your needs through a steady relationship, I get to know your real estate needs and concerns. This type of relationship is built by open communication at all times and by touring homes with me so I get a good idea of your feedback and concerns about each home. If you try to jump from agent to agent, you will not receive the best real estate service possible, and you will be violating your agreement with me. There is nothing to gain from trying to find and tour homes on your own, and you will save a lot of time when I can tell you everything about a home before you see it.

## What is the Tenant's Representation Agreement

Entering into a Tenant's Representation Agreement has countless advantages and no disadvantages. When you sign the agreement, you are simply agreeing to "hire" a personal representative who, by law, must represent your best interests to the best of his/her ability. All of this personal service is available to you, usually at NO COST TO YOU! The Landlord's Agent is responsible for paying your agent's fee. With me, you get a professional devoted to protecting your needs to help you make one of the most important investment decisions of your life -- and you don't even have to pay the fee!





## Don't Get Swept Away When Shopping

When touring homes you will find that there are many beautiful homes on the market. There are two things you must do before looking at homes.

First, determine how much you qualify to spend on the home. Your gross monthly income should be greater than 3.5 times the monthly rent. It is very easy to become excited about features found in homes out of your price range. Before you get your heart set on that big, tree-shaded colonial on the hill, you need to pin down your financial details. Only then will you know what you can afford.

Second, complete this list below. Please take a moment to decide what features are "Requirements" (location, number of bedrooms, eating space, architectural style, garage, etc...) and which features are "Extras" (fireplace, walk-in closets, wet bar, pool, siding, vaulted ceilings, deck, landscaping, etc...). There are many different features in homes that range from necessary to luxury. It is easy to get caught up in the excitement of a beautiful home loaded with amenities. It is important that you select a home that truly meets all or most of your requirements first and foremost!

As you tour homes, check back to this list to make sure the home meets your requirements. The extras should only come into play when you make your final decision between homes that meet all or most of your requirements.

### REQUIREMENTS

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

5. \_\_\_\_\_

6. \_\_\_\_\_

7. \_\_\_\_\_

### EXTRAS

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

5. \_\_\_\_\_

6. \_\_\_\_\_

7. \_\_\_\_\_





8. \_\_\_\_\_

8. \_\_\_\_\_

## Choosing the Right Neighborhood is as Important as Choosing the Right House!

There are many factors to consider when selecting a neighborhood that is right for you. Below are just a few of the many factors -- You may think of others that are important to you. Please write them on your Requirements List so they are not forgotten.

Neighborhoods have characteristic personalities designed to best suit single people, growing families, two-career couples, or retirees. Investigate to determine that the neighborhood in which you choose to look for a home matches your lifestyle and personality.

### Neighborhood Factors to Consider

- Look for things like access to major thoroughfares, highways, and shopping.
- Listen for noise created by commerce, roads, railways, public areas, schools, etc.
- Smell the air for adjacent commerce or agriculture.
- Check with local civic, police, fire, and school officials to find information about the area.
- Research things like soil and water.
- Look at traffic patterns around the area during different times of the day and drive from the area to work.
- Is the neighborhood near parks, churches, recreation centers, shopping, theaters, restaurants, public transportation, schools, etc.?
- Does the neighborhood belong to a Homeowner's Association?





# Factors In Fair Market Value

A number of factors are considered to arrive at Fair Market Value:

- Location: Proximity to recreation, shopping, schools, etc., and desirability of surrounding community
- Condition: How well the property has been maintained
- Improvements and additions: Structural features, amenities, house and lot size
- Market direction
- Financing trends
- Price trends
- Year-to-date trends
- Current market conditions
- Total number of homes on the market for lease
- Number of homes for lease in the neighborhood
- Average neighborhood price range
- Number of nearby competing properties
- Average market time
- Supply and demand: Current proportion of tenants and properties for lease





# Important Information and Answers to Your Questions Regarding Residents, Rental Housing and Texas Law

(Information provided by the Texas Apartment Association)

One of the most important decisions a person makes is finding a place to live. If you are renting, you will sign a lease, which is a legal obligation to live someplace and pay rent for a certain period of time (usually 6-12 months). There are very few exceptions in which a lease can be broken. Therefore, your rental home should be chosen with care.

## When you fill out 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/security deposit. If your application is not approved, the deposit is refundable in most cases. However, the deposit may not be refundable if you are accepted but decide not to move in, you fail to tell the truth on our application, or for certain other reasons. If an owner in bad faith fails to timely return an application deposit, the owner may be liable for a civil penalty of \$100, three times the amount of the application/security deposit and reasonable attorney's fees. There is no statutory deadline for return of an application deposit.

Texas law provides that a rental applicant will be presumed to be rejected at the end of the seventh day after the owner receives a completed rental application and application/security deposit, unless the owner notifies the applicant of acceptance by that time. If the seventh day falls on a Saturday, Sunday or holiday, the deadline for notifying an applicant of acceptance is extended until the end of the next day following Saturday, Sunday or holiday.





## 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 to other rental housing is leased.

The best ways to avoid problems are to :

- Read your lease carefully before signing.
- Ask questions about anything that is unclear.
- Put everything in writing, including agreements, notices and requests.

## What to look for in your lease

- Check to see how much advance notice you must give before moving at the end of your lease term. (A 30-day written notice is normal when rent is paid monthly. However, some properties require more notice).
- Look for security deposit refund restrictions.
- Look for your rental housing owner's obligation to make needed repairs. (A requirement for diligence is common).
- Be sure to read any cleaning instructions. (Cleaning costs usually can be deducted from your security deposit if you fail to follow instructions).
- Check on prohibitions against subletting or keeping animals. (Written permission is usually required. Also, there is usually an extra deposit required for animals).
- Ask the manager to write in and initial any oral agreements or changes in the lease that are agreed to by you and the owner's representative.

## After you sign the lease, make sure you receive a copy

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. (Most properties use an inventory and condition form). Sign it, have the manager sign it and keep a signed and dated copy. This will be





your best defense in any dispute over deduction for repairs when you move out. Keep your rent payments 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 personally liable to the owner and others for certain acts which are normally covered by renter's insurance policies. For more information, contact the Texas Department of Insurance at (800) 252-3439 or visit the TDI website at [www.TDI.state.tx.us](http://www.TDI.state.tx.us)

## When can the owner/manager enter your unit

You should check your lease for provisions outlining when the owner/manager may enter your unit. There are many legitimate circumstances in which management needs to enter, regardless of whether anyone is present in the unit.

The important reasons include:

- Responding to repair requests
- Preventative maintenance
- Showing the dwelling to prospective buyers or renters once you have given your notice to vacate
- Responding to any situation threatening the health or safety of residents or damage to the property

## If anything needs to be repaired

If the lease requires 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 of lease termination, compulsory repairs, damages,





penalties, third party repair and deduct, and attorney's fees. (Instead of giving two separate written notices, you can give a single notice by certified mail, return receipt requested).

Specific procedures must be followed for statutory remedies, and disregarding those procedures may expose you to a civil damages suit against you by the owner. The statute does not cover repairs of problems resulting in mere discomfort or inconvenience. 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. Anyone who disables a smoke detector may be responsible for damages if a fire occurs.

## What are your rights regarding security devices

The Texas Property Code requires that the owner provide you at no cost when occupancy begins:

- A window latch on each window
- A doorknob lock or a keyed deadbolt lock on each exterior door, with certain exceptions
- A keyless bolting device (keyless deadbolt lock) on each exterior door, with certain exceptions for elderly or disabled residents
- A door viewer (peephole) on each exterior door
- A pin lock on each sliding glass door
- 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 the time the prior resident moved out and 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:

- Install a keyed deadbolt, keyless deadbolt and door viewer on all exterior doors
- Install a pin lock and security bar on all sliding glass doors
- 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.

## Who is the owner or management company

On occasion you may want to find out the name and address of the owner or the management company that is responsible for the property. Upon written request to the managing agent of the owner, you are entitled to be given the name and mailing address of the owner and/or the name and street address of the property management company. This information is also available to government officials acting in an official capacity. If you cannot get this information and if you follow statutory notice procedures, you may be able to terminate your lease or sue for your cost of getting the information, one month's rent plus \$100, court costs and attorney's fees.

## 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 if 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





payment: (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.

## 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 tenant. You may also be responsible for a reletting fee if the lease provides for one. This fee is a liquidated amount for damages to compensate the owner for the time and expense incurred in finding a new resident.

## If you have not paid your rent

- You can be given notice to vacate and the owner may pursue and eviction.
- 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.
- Most leases allow the management to enter and seize items such as TV's, 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.

You cannot be permanently locked out of your property for failure to pay rent. However, the manager may change the door lock when your rent is overdue. But advance written notice must be given before the lockout occurs and you must be given the opportunity to pay your past due rent. After the lockout occurs, written notice must be left on the door telling





where the key can be picked up at any hour regardless of whether the overdue rent has been paid.

Your electricity may be disconnected in certain cases. Before your electricity can be disconnected, the owner must give you advanced 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.

## Major steps in the eviction process

- The management gives the resident written notice to vacate. If a written lease states so, this notice may be given to the resident just one day before the resident is asked to move out. If a written lease does not state otherwise, the notice must be given at least three days in advance.
- Eviction lawsuit is filed by owner in justice of the peace court.
- Resident is served lawsuit papers by the constable.
- Hearing is held in JP court (shortly after resident is served with a copy of the lawsuit).
- If the owner wins, constable will evict resident.

Note: If you believe you have a valid defense to the eviction action, you should consider retaining an attorney.

## To help assure return of your security deposit

- Before you leave, give whatever written notice your lease requires. (Most leases require at least a 30-day written notice before the end of your lease term). 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.
- You must stay for the full term of your lease.
- You must give written notice of your forwarding address.
- You must not be delinquent in your rent when you move out.
- You must leave the premises in clean condition and abide by any other lease provisions regarding security deposit refund.
- 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 thirty 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 thirty-day period, you may sue for three times the amount illegally held, plus attorney's fees and a \$100 fine.

## What can be deducted from your security deposit

- Any charge specified in the lease or any charge resulting from your breaking the lease.
- Charges for damages, wear and tear resulting from negligence, carelessness, accident or abuse on your part. “Normal wear and tear” items cannot be deducted.
- Unpaid rent, and other unpaid charges listed in your lease, such as those for late rent payments, returned checks, missing furniture or fixtures, unreturned keys, etc.
- 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.





# Get Peace of Mind With Renters Insurance

Not really sure if renters insurance is necessary? Then picture this: you come home from a long day of work to find that someone has broken into your home. Your computer, television, and entire CD collection are gone. You want to scream. You run over to your dresser and gasp...you watch, rings, bracelets and wedding band have vanished. You immediately call your leasing office, but they tell you that there is nothing they can do; the building is insured, but your individual possessions are not. Situations like this happen every day...Renters insurance is necessary for all renters. The costs are usually quite minimal, often less than your daily cup of coffee. This is a small price for peace of mind, don't you think?

Renters insurance covers damage done by lightning, theft, fire/smoke, vandalism, hail/windstorm and ice/snow/sleet

Although floods, earthquakes and hurricanes are not included in this list, a separate policy or rider on your renter's policy can often be purchased to cover these events as well.

If your apartment becomes unlivable due to a fire, or for any other reason that is covered by your policy, renters insurance will often cover your additional living expenses. Generally, it will pay what it costs to live elsewhere, such as another apartment that is in a similar price range as your current place.

Liability protection is also standard with most renter's policies

For example, if someone slips and falls in your apartment, you are often covered up to your liability limit. If this person files a lawsuit against you, you are often covered for what they win in a court judgment up to your policy's limit, as well as legal expenses.





## But what will this cost me

As far as the cost of renters insurance goes, like any other insurance policy, your premium depends on many factors: where you live, your deductible, and if you need any additional coverage. As earlier stated, renters insurance often costs less than your daily cup of coffee. But you still wonder: "Do I really have anything worth insuring?" Well just take a look around your home: you have furniture, jewelry, a CD collection, a closet full of clothes, electronic equipment and other personal property. Now add up the costs and probably have over \$10,000 of personal belongings. Now you can see why we suggest renters insurance.

## But how do you get renters insurance

Most people don't realize how easy renters insurance is to obtain. With a simple call to a licensed agent, you can often purchase a policy over the phone without the need for an onsite visit to your home.

## Remember...

For complete peace of mind when it comes to the valuables in your home, renters insurance is a must! For all the specifics on renters insurance, please check with a licensed agent.





# Your Tenant Rights

(Information provided by the Texas Attorney General's Office)

## Landlord-Tenant Agreements

Landlord-tenant disputes are common and can become very emotional. You should know your legal rights and obligations. Several statutes and court rulings govern the relationship between Texas landlords and their tenants. However, the most important source of information about your relationship with your landlord is your written agreement, whether it is written or oral.

## The Lease

Some landlords prefer oral agreements, but it is more common for them to require your signature on a written lease. Be sure to read the lease carefully before you sign it. If you want to change a part of the lease, discuss it with the landlord. If the landlord agrees, the two of you should decide how you want to word the change, and then write it into the agreement. Both you and the landlord should then initial the change. For example, many standard leases prohibit pets, but your landlord may be willing to accept a pet if you put down extra money as additional deposit.

## Your right to peace and quiet

Your rights as a tenant include the right to “quiet environment,” as it is called in the law. This means the landlord cannot evict you without cause or otherwise disturb your right to live in peace and quiet. If other tenants in your building are disturbing you, you should complain to the landlord. The landlord has a duty to see that you are protected from other tenant's wrongful behavior. Of course, you may not disturb other tenants, either.

## Your right to health and safety

You have a right to demand that the landlord repair any condition that materially affects you health and safety. Under Texas law, by renting you the property, the landlord guarantees that the property will be a fit place to live. Under certain conditions, you and the landlord may have a





written agreement that you will make needed repairs. The landlord does not have a duty to pay for or make repairs if you or your guests cause an unsafe or unhealthy condition through negligence, carelessness, abuse or accident—unless the condition resulted from “normal wear and tear.” Also, the landlord must provide smoke detectors. You may not waive this provision.

## If you have problems

If the landlord won't make repairs needed to protect your health and safety, and you follow the procedures required by law, you may be entitled to:

- End the lease
- Have the problem repaired and deduct the cost of the repair from the rent
- File suit to force the landlord to make the repairs

## You must follow these steps

- Send the landlord a letter, by certified mail, return receipt requested, outlining the needed repairs. Or you may deliver it personally. Be sure to keep a copy of the letter.
- If the landlord does not respond within a reasonable time (a week or two), send another letter (in person or certified mail). In this letter, you should let the landlord know whether you intend to end the lease, repair the problem and deduct the cost from the rent, or file suit if the repairs are not made.
- If the landlord does not make the repairs within seven days after receiving the second letter, you should contact an attorney before taking the next step.

Under Texas law, it is illegal for a landlord to retaliate against you for complaining about necessary repairs. Of course, you can always be evicted if you fail to pay your rent on time, threaten the safety of the landlord or intentionally damage the property. You do not have a right to withhold rent because the landlord fails to make repairs when the condition needing repair does not materially affect your health and safety. If you try this method, the landlord may file suit against you.





## Recovering your deposit

Most landlords require you to pay a security deposit to cover any repairs needed when you move out or to cover your failure to pay the last month's rent. By law, landlords cannot refuse to return the deposit without a valid reason.

## Deductions for damages

Under Texas law, you must give the landlord a forwarding address and the landlord must return the deposit, less any amount deducted for damages, within 30 days. If the landlord withholds part or all of your deposit, he or she must give you an itemized list of deductions with a description of the damages.

## Normal wear and tear

The landlord may not charge you for normal wear and tear on the premises and may only charge you for actual abnormal damage. For example, if the carpet simply becomes worn because you and your guests walked on it for a year, the landlord may not charge you for new carpet. If your waterbed leaks and the carpet becomes mildewed as a result, you may be charged.

## Advance notice requirements

You should check your rental agreement to see if it requires you to give the landlord advanced notice that you are moving. Many leases require a 30-day notice as a condition of returning your deposit.

If you give your landlord your new address in writing and you do not receive your deposit or an explanation within 30 days of your departure, contact the landlord. If you cannot resolve the problem satisfactorily, call your lawyer. Contact the Better Business Bureau, or the Office of the Attorney General nearest you; both agencies offer a mediation service to help resolve such problems.





# A Moving Sale

A garage, yard, patio or moving sale is a great way to trade unwanted items for hard cash that you can use to offset your moving expenses.

Here are some proven pointers that will help you organize your sale:

- Check for any restrictions or permits that may be required.
- More is always better, so consider having a joint sale with one or more neighbors or friends.
- Weekends and Friday mornings are the best time to have your sale, but avoid holidays because many people go out of town or have commitments elsewhere.
- Hold the sale in a convenient place, like a garage or driveway so that people can see what is available for sale and they can easily come and go.
- To display what you've got, move your kitchen table out to the driveway if necessary, or use sawhorses with boards across them to make a table. Larger items can be placed about on the ground. Arrange items as you would in a store.
- Have enough cash on hand to make change. Price items in multiples of five (\$.25, \$.50, \$.75, \$2.50, etc.) to make giving change easy.
- Price the items cheaply enough to sell, because whatever you don't sell, you will either have to move with you or give away. A little is better than nothing.
- To advertise the sale, post signs around your neighborhood on telephone poles and at local grocery stores and Laundromats. As well, run a small classified ad in your local newspaper. On Friday and Saturday mornings, some people read these exclusively. Make sure your signs and ad give the date, time and location.
- Post a "Cash Only" sign, and accept checks only from people you know.





# A Moving Checklist

## Address Change

- Post office, give forwarding address
- Charge accounts, credit cards
- Subscriptions (notice requires several weeks)
- Friends and relatives

## Bank

- Transfer funds, arrange check cashing in new city
- Arrange credit references
- Empty safe deposit boxes

## Insurance

- Notify company of new location for coverage: life, health, fire and auto

## Utility Companies

- Gas, electric, water, telephone, garbage, cable TV, satellite and internet
- Get refunds on any deposits made

## Delivery Services

- Laundry, newspapers, food services

## Medical, Dental and Prescription Histories

- Ask doctor and dentist for referrals
- Transfer needed prescriptions, eyeglasses and x-rays
- Obtain birth records, medical records, etc.

## Automobiles

- Verify requirements for auto licensing

## Schools

- Find out the schools your children will attend and have their records transferred

## Pets

- Ask about regulations for licensing, vaccinations, tags, etc.





## And Don't Forget To:

- Empty freezer or use foods then defrost freezer and clean refrigerator
- Have appliances serviced for moving
- Check with your moving counselor concerning the following: Insurance coverage, packing and unpacking labor, arrival day, various shipping papers, method, time of expected payment, and phone numbers where they can reach you
- Empty gasoline from lawn mower and discard any cleaning fluids that are flammable. The movers will not allow them to be packed.
- Label boxes that you will need right away
- Plan for special care needs of infants or pets
- Plan to have your car serviced for the trip

## On Moving Day:

- Make hotel reservations if you are traveling for more than one day or you have to wait for the movers to arrive
- Take a local phone directory with you
- Carry enough cash or travelers checks to cover the cost of moving services and expenses until you make banking connections in the new city
- Carry jewelry and important documents yourself, or use registered mail
- Plan for transporting pets, they are poor traveling companions if unhappy
- Let close friends or relatives know the route and schedule you will travel including overnight stops; use him or her as a message headquarters
- Double check closets, drawers, shelves and cabinets to be sure they are empty
- Make sure everything is out of the attic
- Leave old keys needed by the new owner with your agent or the title company

## At Your New Address:

- Arrange for someone to be at your new home when the moving van arrives
- Inspect everything before you sign your moving receipt and find out how many days you have to claim any possible damages
- Check on utility services
- Check pilot light on stove, water heater and furnace and have appliances checked
- Ask the post office for the mail they may be holding for your arrival
- Visit city offices and register to vote
- Register you car within five days after arrival in the state or a penalty may have to be paid when you get your new license plates
- Obtain an inspection sticker and your transfer motor club membership
- Apply for a new state driver's license
- Register children in school
- Arrange for medical services: doctor, dentist, veterinarian, etc.

