

REPAIRS

HOW TO ASK FOR REPAIRS SO THAT A LANDLORD MUST MAKE THEM

Including Form to Request Repairs

These instructions do not give legal advice and are not a substitute for the advice of a lawyer.

This brochure describes your rights regarding repairs in a residential tenancy, and it includes a form (*Tenant Repair Request*) you can use to get back in your unit.

Frequently Asked Questions (FAQs) about Repairs

I. Frequently Asked Questions about Repairs

1. What kinds of repairs is my landlord required to make?

When you give proper notice, your landlord is required to make a diligent effort to repair conditions that materially affect the physical health or safety of an ordinary tenant. Texas Property Code Section 92.052. These could include, but are not limited to, things like roach or rat infestation, sewage leaks, hazardous electrical wiring, or water leaks.

2. How do I ask my landlord for repairs?

- There are two ways to make a request for repairs that will stand up in court. Texas Property Code Section 92.056(b)(3):
 - 1) send one written notice by certified mail, return receipt requested, or another form of mail that tracks delivery (highly recommended), or
 - 2) give two notices. Unless your lease says differently, your first notice can be oral, by email, by text, or online – read your lease carefully. If you make a request that is oral, by e-mail, by text, or online, keep records with information about the request, such as date, time, and to whom it was given. **Many leases require all notices to be in writing.** Your second notice must be a written letter and mailed or hand-delivered.
- **Important Information:**
 - **The landlord is not required to respond to your request for repairs or remedy if you are behind on your rent when you make the request.**
 - Take pictures and document the conditions that need repair.
 - Give the landlord a reasonable time to make repairs - at least 7 days, unless the needed repair is an emergency and requires a quicker response. Emergencies may include a serious water leak, gas leak, raw sewage, significant utility problem, exposed live electrical wiring, dangerous condition that requires immediate repair, etc.
 - Keep a copy of all notices, pictures, and documentation.

3. Can my landlord refuse to make repairs or remedy?

Yes, if:

- **you were behind on your rent when you made the request.** The law treats payment of rent, the right to repairs, and the refund of security deposits separately. Always pay your rent on time. OR
- you, your roommates, family members, or guests caused the condition that that needs repair or remedy.

4. Can my landlord evict me for asking for repairs or remedy?

No. If you pay rent on time and comply with the lease terms, your landlord can't evict you, terminate your lease, or increase your rent (unless the increase is part of your lease or it affects all of the units) because you requested repairs or remedy. Texas Property Code Sections 92.331, 92.332, 92.333.

If you are behind on your rent and make a request for repairs, your landlord could evict you for non-payment of rent.

5. Can I refuse to pay my rent if my landlord refuses to make repairs?

No. You should never withhold your rent or refuse to pay rent because your landlord refuses or neglects to make repairs. The law treats your obligation to pay rent and the landlord's duty to make repairs separately. You can be evicted for refusing to pay rent, even if the landlord is unfairly refusing to make repairs.

6. My request has been ignored. What now?

You may have the following rights if 1) you gave proper written request(s) for repairs or remedy for a condition you did not cause, 2) you didn't owe rent when you gave the request, 3) a reasonable time has passed, and 4) the landlord did not make a diligent effort to make repairs or remedy. *Diligent efforts could include the landlord attempting to repair or remedy the condition.*

- Terminate the lease: You may terminate your lease. CAUTION: If you terminate your lease, the landlord may sue you. Be prepared to prove 1-4 above in court.

While not required, it is a good idea to give written notice that you are terminating your lease and the date you will vacate the property. You have the right to a refund for rent already paid for the days you won't be there. You are also entitled to a refund of your security deposit, minus damages the landlord can deduct according to your lease. Texas Property Code Section 92.056(e)-(f).

If you choose to terminate your lease, you can't go to court and ask for an order to repair or an order reducing rent.

- Go to court: You may sue your landlord for failure to repair. The court may award you actual damages, one month's rent plus \$500, court costs, and attorney's fees. If you have not terminated your lease, a court may also order your landlord to make repairs and reduce your rent from the date you asked for repairs. Texas Property Code Section 92.056(e), 92.0563. You can sue in the Justice Court, and you must sue in the county where the property is located. The Court should hear your case quickly, as soon as between ten and twenty-one days from when you file your lawsuit. Rules 509.1-509.9.
- Repair and deduct: In some very limited circumstances, and only by taking certain very specific steps, you may be able to pay for repairs and deduct that from you rent. However, that is a very difficult process with many pitfalls, limited to certain amounts, and it is almost NEVER recommended.

References:

- [Texas Property Code, Section 92.051-92.062, 92.331-92.333](#)
- [Texas Rules of Civil Procedure, Rules 500-510](#) (Justice Court Rules)

Instructions for Completing the
Tenant Repair Request

The italicized words below are from the Tenant Repair Request form.

- TO :* Write the name of the landlord, manager, or agent, and the street address, unit number (if any), city, state, and ZIP of the person you pay rent to or the place where your rent is normally paid.
- FROM:* Write your name and the street address, unit number (if any), city, state, and ZIP of the rental property.
- REPAIRS:* List what you want your landlord to repair. Include as many details as necessary to describe the problem. Add additional sheets or attach pictures if needed.
- REQUEST:* If the condition needs immediate attention, list the number of days by when the repairs should be done in the blank. If you leave it blank, you are requesting that the repair be completed in 7 days. This section also lists the things you may do if your landlord does not make the repairs, including terminating the lease and going to court to ask for rent reduction, an order for repairs, damages, and court costs.

METHOD OF DELIVERY: (for your records, check all that apply)

There are several different ways you can deliver the request to your landlord.

- Certified Mail, Return Receipt, Number _____ (If you have questions, ask Post Office; keep tracking number.)
- Registered Mail, Number _____ (If you have questions, ask Post Office; keep tracking number.)
- A Form of Mail that Tracks Delivery, Number _____ (Example: Fed Ex, UPS; courier; other private delivery service. Keep tracking number or receipt.)

If your landlord does not make the repairs after you sent the notice in one of the three ways above, you can take one (or more) of the actions listed in Section I.6. above. *Keep a photocopy of the delivered notice.*

You may also deliver the request in one of these ways:

- Hand delivered to the Person or Place where the rent is paid
- First Class Mail

If your landlord does not make the repairs after your first request and you sent the notice in one of the two ways above, **you will need to deliver another request in order to take one (or more) of the actions listed in Section I.6. above.** If this is your second request, you can send it by any **method mentioned above.**

A landlord is considered to have received a tenant's written request for repairs when the landlord or landlord's agent or employee actually **receives** the notice or when the United States Postal Service has attempted to deliver the notice to the landlord. Texas Property Code Section 92.056(c).

TENANT REQUEST FOR REPAIRS

① **TO: LANDLORD AND/OR MANAGEMENT**

Name of Landlord/Management/Leasing Agent

Address

City

State

Zip Code

② **FROM:**

My name is: _____, and I rent the property located at
Print full name of Tenant

Print complete address of rental unit, including City, State, and Zip Code

③ **REPAIRS:** The following are conditions that I ask you to repair, because they affect my health and safety (*attach additional sheets or pictures if necessary to describe problems*):

④ **REQUEST:**

I ask that you complete these repairs within **7** days of receiving this request, unless the emergency nature of the repairs require more immediate attention, **in which case I request you make the repairs within _____ days** of receiving this request.

(Emergency nature may include a serious water leak, gas leak, raw sewage, significant utility problems, dangerous condition, exposed live electrical wiring, dangerous condition that requires immediate repair, etc. If the repair is for an emergency that requires more prompt attention, write the number of days in which the landlord should respond to that repair.) **If the number of days is not filled in, then you should complete these repairs within 7 days.**

If you are unable to make any of the requested repairs within the time requested, I ask that you provide me a written explanation for your delay within 5 days of this request.

If these repairs are not made within 7 days (or the number of days indicated above, if less than 7) after you receive of this notice, I may exercise my rights to terminate my lease (with no other notice to you other than that I have vacated the unit) and sue for actual damages, civil penalties, and court costs. If I do not terminate my lease, I may go to court to ask for a rent reduction, an order for repairs, actual damages, civil penalties, and court costs. Texas Property Code 92.056(e),(f).

⑤ **METHOD OF DELIVERY:** *(Check applicable box. Keep a photocopy of the completed notice. Landlord is considered to have received this notice when the US Postal Service has attempted delivery.):*

Certified Mail, Return Receipt *(If you have questions, ask Post Office; keep tracking number.)*

Tracking Number: _____

Registered Mail *(If you have questions, ask Post Office; keep tracking number.)*

Tracking Number: _____

A Form of Mail that Tracks Delivery *(Example: Fed Ex, UPS; keep tracking number.)*

Tracking Number: _____

ALSO delivered by *(good to add method of delivery, but at minimum it is strongly recommended to use one of delivery options above):*

Hand Delivery

First Class Mail



Tenant Signature

Date

Tenant Phone Number