

Helpful links for renting in Texas

[TAA Sample Lease](#)

[Renter's Rights in Texas](#)

[Tenant's Right to Break a Rental Lease in Texas](#)

[Texas Law Library Legal Aid](#)

[Renter's Insurance Guide](#)

[Carbon Monoxide Poisoning](#)

COURSE TRANSCRIPT

Slide 1 - Welcome to our presentation “Understanding an Apartment Lease”, brought to you by TLT - Tomorrow’s Leaders Today. In this presentation we will take a section by section look at an apartment lease, and give you the knowledge to confidently sign your lease.

Slide 2 - There are many formats for a lease. For our purposes we will use the official lease from the Texas Apartment Association. This lease is available at TAA.ORG, along with a lot of helpful information about renting in Texas. I encourage you to visit, bookmark, and use this valuable resource. You can find a direct link to this lease in the course details document below this video.

Slide 3 - We’ll begin with the first page of the lease contract. This page will contain the basic information and details of the lease. Under the PARTIES heading all parties to the contract will be identified. The parties to the contract are the Residents, Owner, and Occupants. If we look on page 2 of the lease definitions provided, we can see that Residents are those who will be signing the lease, the owner of the property will be identified by name or an assumed name, and the Occupants are people authorized to live in the apartment, but do not sign the lease. Occupants are most commonly dependents, such as children.

Slide 4 - We’ll next look at the Lease Details portion. Under section A you will find the address of the apartment. Next to the Apartment title you will notice text inside parenthesis. This indicates that more information about this section is available in the subsequent pages of the lease. In this case it directs us to paragraph 2, where it states that the apartment is to be used as a private residence only. Access information will inform you what devices or keys you will receive to access the apartment, mailbox, and any other areas you are entitled to. The measurements and representations portions inform you what details about the apartment or property are subject to change.

Slide 5 - Section B contains the Initial Lease Term. This specifies the date your lease begins and the date it ends.

Slide 6 - Section C contains the monthly base rent rate you will pay. Again there is more information to be had. Here you will find information on when rent is due, what forms of payment

are accepted, and how the payments are applied. You'll also find the policy for late fees and returned payment fees. Under utilities and services you will find information about how utilities and services are handled, and your responsibilities with regard to utility and services use and fees. We will cover lease changes later.

Slide 7 - In section D you will find information on prorated rent. Rent is prorated when you move in or out at a time other than the first of the month. For example, if you move in on the 15th of a 30 day month, then your rent will be prorated to half a month's rent.

Slide 8 - Section E designates the amount due for your security deposit. A security deposit is money the owner will hold until you vacate the property. In paragraph 5 of the lease, you'll find more information about the security deposit, including when it is due, how it can or cannot be applied, the refund policy, and what can be deducted from the security deposit. I want to draw your attention to the passage that states "you must give us your advance notice of move out as provided by paragraph 25 and forwarding address to receive a written description and itemized list of charges or refund". If the owner deducts money from your security deposit to cover damages to the property, you will want to request a description and itemized list of charges. It is important to have so you can review the document and dispute any erroneous charges.

Slide 9 - Section F tells you how many days notice you need to give when you decide to move out, and how you need to submit it. In this case they require written notice. In the referenced paragraph 4 we can see that the lease will renew month-to-month after the end of lease date unless you give written notice that you intend to move, or the owner gives you written notice to vacate.

Slide 10 - Section G will contain information regarding late fees. There are initial late fees as well as daily late fees. They can be a percentage of your monthly base rent or a flat fee. Here you will also find the day of the month that late fees will start if rent has not been paid.

Slide 11 - In section H you will find the fee for a returned check or rejected payment. In paragraph 3.4 you are given further information about the returned payment fee, and what additional fees may be applied if warranted.

Slide 12 - Section I contains the reletting charge. Let's go to paragraph 7.1 to get some more information. This will tell you when the reletting fee will be applicable. It is important to note that the reletting fee is an extra fee on top of your lease obligations, not in lieu of.

Slide 13 - Section J contains the early termination fee, when notice is required, and when the fee is due. This is a fee that you can pay to terminate your lease before the agreed end date. Not all owners offer this option. In paragraph 7.2 we can find the procedures and requirements to terminate the lease early. Paragraph 7.3 is very important, as it gives you some scenarios in which you may have the right to terminate a lease early under Texas law. You can find more information about your rights to early termination in the course details document below this video.

Slide 14 - Section K gives us the animal violation charges. In paragraph 12 you'll find the animal policy, animal removal policy, and descriptions of when the animal violation charge will be triggered, along with other penalties that exist for having an unauthorized animal.

Slide 15 - Section L will detail additional recurring monthly charges. You will pay these in

addition to your base rent, and unless otherwise specified, at the same time as your base rent.

Slide 16 - Section M lets you know that any separate utility bills you are responsible for will be outlined in an addenda, amendment, or in the special provisions section in the lease. If you have to pay to have utilities connected or transferred into your name, that charge will be listed here. In paragraph 3.5, you'll find guidelines and rules to follow regarding utilities, along with potential additional fees.

Slide 17 - The last section of the Lease Details tells us where to find the special provisions. On the last page of the lease you will find the special provision section, or there will be an additional page attached.

Slide 18 - Now we will look at the sections on pages 2 through 6 that we weren't previously mentioned. The first is paragraph 3.6, which contains information about when lease changes are allowed and how. Important to note here is that any lease changes have to be signed by the owner AND you. If you don't agree, you do not have to sign.

Slide 19 - Paragraph six discusses insurance. This lease requires insurance by default, but many do not. Even if it is not required in the lease, it is VERY important that you obtain renter's insurance. It's very inexpensive, less than 20 dollars a month, and is a life saver if anything happens. If a pipe bursts and destroys your belongings, you will have no recourse through the owner, even if they have their own insurance. I'll reiterate, it is VERY important that you obtain renter's insurance. In the course details document there are links that explain insurance, coverage, and give some pro tips.

Slide 20 - Section 8 discusses the delay of occupancy and termination policies. Read carefully, since you'll want to know your options for when there is a delay of occupancy not caused by you.

Slide 21 - Paragraph 9 addresses care of the unit and what happens if there are damages to the property while you occupy it. Very important to know, and a good idea to check with your renter's insurance provider to verify you'll be covered in the cases mentioned.

Slide 22 - The Resident Life part of the lease will cover various aspects of living in the community. Paragraph 10 has a photo/video release disclaimer, and the disclosure of information policy. It outlines the guest policy, when you need to notify the apartment in the event of a criminal conviction or registration, and the odors and noise policy.

Slide 23 - Paragraph 11 continues addressing resident life with the conduct policy, which makes clear what conduct in the community is prohibited. This information is important so you know what is expected of you and your roommates, but also can be used in the event you have an issue with another resident. We'll also see later in the lease that if any roommates or guests violate the lease policies, you will also be considered in violation, so know the rules.

Slide 24 - Paragraph 13 states the parking policy, as well as the towing policy. There may also be some parking information in the special provision section or an addendum...particularly if your complex requires resident stickers, tags, visitors tags, or has assigned parking.

Slide 25 - Paragraph 14 tells you when the owners or their agents are allowed to enter the unit. It contains who can enter, when, how, if you need to be present or not, and what notice they are required to give you. While this lease is compliant with Texas rental laws, not all leases are. If

you have questions about whether a portion of the lease is legal or not, then there are resources available to answer those. Most schools have legal aid that is free and adept at dealing with landlords and leases. If that is not available, there are links in the course details document full of useful information.

Slide 26 - Paragraph 15 gives you information about requests, repairs, and malfunctions. This will tell you when to notify someone of an issue and how. In this case, a written request delivered to the designated representative is required. There are utility work policies along with your responsibilities if utilities malfunction or are damaged. In 15.4 you can see how the owner will remedy the situation should it occur. There is also information about various remedies you can exercise under the Texas Property Code. For more information about this, check out the renter's rights links in the course details documents.

Slide 27 - Paragraph 16 discusses what happens in the case that the apartment is damaged and becomes uninhabitable, as well as if the apartments are being closed or demolished.

Slide 28 - Paragraph 17 goes over subletting. Subletting is when you rent your apartment to another person. This often happens in college towns when someone needs to leave early for some reason. In this case it is not allowed unless agreed to in advance by the owner. It also states you are not allowed to list your apartment on air b and b or an equivalent.

Slide 29 - Paragraph 18 covers security and safety devices. It includes in what circumstances you will be responsible for rekeying costs, and what will be provided per Texas property code requirements. 18.1 has information about smoke alarms and detection devices. PRO TIP: if a carbon monoxide detector is not already installed in the apartment, get one. They are less than \$20 at a hardware store and can save lives. For more information about carbon monoxide and why it is important to have a detector, see the course details document. Finally in 18.2, you'll find that you are required to report if any security, safety, or detection devices are missing or malfunctioning.

Slide 30 - Paragraph 19 goes over the resident safety and loss policy. In this case, they do not guarantee security, and are not liable unless the situation was caused by their negligence. Renter's insurance will have your back, though, so don't skip it.

Slide 31 - Paragraph 20 is all about the condition of the premises and alterations. This will go over what you can do to the apartment, and what they are required to do to the apartment. Lots of info here, but know that it is very important that you thoroughly document every defect of the apartment when you move in. You'll do this on the inventory and condition form you are given at the beginning of your lease. It is also advised to do a walk through video and store it safely in case you run into any problems upon move-out.

Slide 32 - Paragraph 21 informs you of how you will receive notifications from the owner. 21.1 goes over the electronic notice policy.

Slide 33 - The next 3 paragraphs discuss eviction policies and remedies. In paragraph 22 it starts by informing you that you and your roommates are all liable for lease obligations, and if any of the residents or a guest violates the lease, ALL of you are considered to have violated the lease. So be careful who you decide to room with, and know the lease and community policies well.

Slide 34 - Paragraph 23 goes over situations that would be considered defaulting. Next are

eviction policies and situations, acceleration definition and remedies, holdover definition and remedies. This section includes all of the different charges that stack on each other in these situations, so read them, understand them, and avoid them at all costs.

Slide 35 - Paragraph 24 discusses the authority representative's of the owner have, and what does and does not constitute a waiver. It also reiterates that all remedies are cumulative.

Slide 36 - In the end of the lease term section, you'll find all the info on what happens when you move out. It outlines exactly how and when to notify them of your intentions to move out. In paragraph 26 you'll find instructions for cleaning and the move-out inspection course of action. Move out time is a good time to take another walk-through video, in case you run into any issues. This is especially important if they do not provide a joint move-out inspection, which is one where you and the owner are present.

Slide 37 - Paragraph 27 defines surrender and abandonment, and describes what will happen in those events, including what will happen to any remaining personal property or pets.

Slide 38 - Under general provisions and signatures, there is information regarding the texas apartment association, a section regarding severability and survivability, a class action waiver statement, and a force majeure clause that covers events out of anyone's control.

Slide 39 - And finally this is where you and any roommates will sign the lease along with the owner. Important to note is "this lease is the entire agreement between" you and the owner. You are not relying on any oral representations. So if you were told something by a leasing agent that is not specifically stated in this lease, have them add it to the lease before signing.

Slide 40 - Thank you for watching this presentation. We hope that after watching this you can confidently navigate your apartment lease. I would encourage you to browse the course details document, where you will find lots of helpful information. For more useful presentations, come visit us at titleaders.org. Thank you.