

# Ten Tenant Tenets

*How to protect yourself when issues come up with a landlord.*

BY WARD B.B. DAVISON



The landlord/tenant relationship is a special one. Most of the time there is harmony as the tenant is enjoying his or her stay at the landlord's property. It's fulfilling for the landlord to provide shelter for a member of the community while also making a tidy little profit. But like many good relationships, sometimes they go bad. And when this happens, the tenant is generally at a distinct disadvantage due to his or her lack of experience in the way landlord/tenant disputes are resolved according to Texas Property Code Chapter 92. Below are 10 tenets for tenants to follow to protect themselves in the event that issues can't be resolved amicably with the landlord:

**1) Immediately report all concerns to your landlord. And do it in writing.**

Too many times an aggrieved tenant will call complaining about mistreatment from his landlord. "There's mold in the vent ... the faucet leaks ... there are ants in the cabinet!" When I ask the tenant if he or she notified the landlord, I sometimes get a response that comes out as a stammer: "...Well ... I told the maintenance guy ... not really." Big problem. A phone call won't cut it. Mentioning a problem to the property manager in passing won't do. You need to give written notice to trigger action on management's part—and the Texas Property Code's protection.

**2) Read your lease all the way through. And ask questions.**

You've been through the apartment. It's pet friendly. You love the pool. And there's a grocery

store within walking distance. You're ready to sign! But before you do, pause and read the contract all the way through. You're likely to spend around \$10,000 to live there for the year. You need to know if you'll be penalized for bringing glass to that pool, if your pet deposit is refundable, and how much notice you must give so that next year you can move even closer to the grocery store.

**3) Don't be afraid to negotiate ... on anything.**

The worst thing you can do when you see a clause in a contract that you don't like is ignore it. Instead, address it. Maybe you pay a little larger deposit up front to have your "larger than allowed" dog written into the contract. Here's the deal about contracts—if you breach them, you generally lose all grounds to enforce the parts you like. So don't be afraid to haggle

with the landlord to reach a comfortable and realistic agreement.

**4) Keep a copy of your lease. And your move-in notes.**

Make copies and keep one at work or in your car. These notes and the lease are vital to enforcing your rights further down the road. A large apartment complex may lose track of your lease. If you want to sue for your deposit, but you don't have your lease, it will be almost impossible to properly press the issue. Your move-in notes on the condition of the apartment or house can be especially helpful in determining if a withheld lease is reasonable or lawful.

**5) Take pictures upon move in. Preferably with a witness there.**

This is done to protect your security deposit. The pictures provide visual evidence of the condition of the apartment when you move in. The witness is an uninterested third party that can

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corroborate that those pictures actually represent the apartment at the time of move in.

- 6) Follow the rules of your lease while living there.** When you breach your lease, you lose many of the rights codified in law. Reread this sentence ... carefully.
- 7) If you see a safety infraction, report it.** If your door won't lock, the security gate doesn't close, or you have a broken window—report it. If the landlord fails to maintain or fix certain things that are security issues, and as a result of that you are harmed, you may be able to demand remuneration from the landlord. But if you fail to notify the landlord *in writing*, you severely diminish your chance of success.
- 8) Follow the lease's procedures upon move out. This is the only way to ensure that you get your deposit back.** If you breach your lease by failing to *meticulously* follow all of the move-out procedures, you lessen or negate the possibility of receiving your deposit. Reread this sentence ... twice.
- 9) Take pictures upon move out. Preferably with a witness there.** In case there is a dispute about the condition in which you leave the landlord's property, your pictures may prove vital to winning your case. The importance of the witness is to corroborate that the pictures were taken on the move-out date and were taken of the property in dispute.
- 10) Don't be afraid to take your landlord to small claims court or to hire an attorney to help you through this process.** Landlords are not afraid to go to court. They go all the time. And quite often, they win because the tenants represent themselves, make a case based on emotion rather than fact, have breached the lease in some fashion, or are just plain

wrong. But don't let the law of averages deter you if you have a good case. You may choose to hire a lawyer. Or, perhaps schedule a one-hour consultation with a lawyer so that you can understand whether you have a valid claim.

The vast majority of landlords are scrupulous business professionals who sometimes have to operate on razor-

thin margins. But don't assume they all are honest. Follow the steps above to protect yourself in this business relationship that sometimes can feel so personal. **TBJ**

**WARD B.B. DAVISON**

*practices criminal and civil law in Austin. Visit his website at [WardDavisonLaw.com](http://WardDavisonLaw.com).*

## Vehicle Accidents

### Has Your Client Made a Full Recovery?

**Have you asked yourself: Is anything wrong with the vehicle's safety systems that may have caused your client's injury or death?**



- Did you check if the airbag deployed late or not at all?
- Did you check the seatbelts for evidence of unlatching?
- Did you evaluate roof crush?
- Did you check to see if a door opened?
- Did the seats deform?
- Did the vehicle catch on fire?

Vehicle safety systems routinely fail during accidents and expose people to the risks of serious injuries and death. To ensure your clients' have obtained a full recovery, a crashworthiness evaluation of the vehicle must be conducted.

At the TRACY law firm, we constantly question how the vehicle's safety systems perform during an accident.

The TRACY law firm is a nationwide law practice dedicated to the issue of identifying vehicle safety systems that violate the principles of crashworthiness.

**The TRACY law firm**

[www.vehiclesafetyfirm.com](http://www.vehiclesafetyfirm.com)

**214-324-9000**

**5473 Blair Rd, Ste . 200, Dallas, Texas 75231**