

SELF-HELP REPAIR PACKET



LONE STAR
LEGAL AID

Disclaimer: Lone Star Legal Aid strives to update all materials to account for changes in applicable laws. This self-help packet is based upon the law at the time it was created. The law changes frequently and is subject to various interpretations by different courts. Future changes in the law may make some information in this self-help packet inaccurate.

This self-help packet is not intended to, and does not, replace an attorney's advice or assistance based on your particular situation. This self-help packet does not constitute legal advice nor form an attorney-client relationship between you and Lone Star Legal Aid or any of its attorneys.

This Self-Help Repair Packet is for informational purposes so that you may enforce your rights for repairs to your rental residence. To enforce your repair rights, the law requires you to be current on rent at the time that you make the repair request.

This packet contains:

- A. A sample initial repair request letter (page 5)
- B. A fill-in-the-blank initial repair request letter (page 6)
- C. A sample second repair request letter (page 7)
- D. A fill-in-the-blank second repair request letter (page 8)
- E. A fill-in-the-blank notice to terminate lease letter (page 9)
- F. A fill-in-the-blank Petition (lawsuit) for relief under Texas Property Code § 92.0563 (pages 10-11) to be filed in an applicable Justice Court

STEP 1 | Background

Texas law has few protections for tenants. However, one major protection tenants in Texas have is the right to have any condition that materially impacts their health and/or safety (and is not caused by the tenant, household members, or the tenant's guests, unless it is caused by normal wear and tear) repaired by their landlord. Tenants in Texas are entitled to decent, safe, and sanitary housing, with secure locks on doors and windows, hot water, and smoke detectors. This protection to safe rental housing is written in Texas Property Code § 92. There are very specific steps a tenant must take to be entitled to this protection. This packet intends to provide you with the tools you need to follow these steps to obtain repairs you may be legally entitled to.

STEP 2 | Consider your circumstances and determine if you are entitled to repairs

A few boxes must be checked to qualify for repairs to be made by your landlord under the Texas Property Code. Think about the following. If you answer "yes" to ***both*** of the following questions, you are likely entitled to repairs under the Texas Property Code and should proceed to step 3.

- A. Is your rent current?
- B. Does the condition you need repaired materially impact your health and/or your safety?

- a. Conditions that impact health and/or safety are typically things like leaking plumbing, mold, rodents, bugs, electrical issues, lack of hot water, non-working smoke detector, broken windows or doors, etc.
- b. Things that are inconvenient or ugly like carpet stains, cosmetic issues, a broken dishwasher, non-working washer or dryer, etc., are generally ***not*** considered issues that impact health and/or safety, and therefore landlords are usually ***not*** required to make these repairs pursuant to the Texas Property Code. If that is the case, the resources in this packet will not be suitable for you. There may, however, be provisions in your lease that require your landlord to make repairs and require different actions.

STEP 3 | Review the sample initial repair request and fill-in-the-blanks on the initial repair request form

Review the sample initial repair request (page 5).

Complete the fill-in-the-blank initial repair request form (page 6) with information specific to your repair circumstances. Feel free to attach any additional information or documents to your letter in support of your repair request. For example, you may have a doctor's letter explaining how the condition has impacted your health and safety, or pictures of the problem. You can write something different than the fill-in-the-blank form, but the important parts are that you:

- A. include the date the letter was sent;
- B. include your name and address;
- C. identify the issue to be repaired;
- D. state that the issue is a threat to your health and/or safety;
- E. request repair of the issue to be made in a reasonable amount of time;
- F. request a written response if the repairs cannot be completed within seven days from the date of the letter;
- G. sign the letter;
- H. deliver the letter to the right person/place, ***and***
- I. deliver the letter by ***both*** (a) regular first-class mail through USPS ***and*** (b) certified mail, registered mail, or other trackable mail (such as FedEx or UPS).

Be sure to address and mail the letter to the correct person/place. Review your lease, which should contain a section about where "notices" such as this should be sent. This is sometimes at the end of a lease.

Save a copy of the written request as well as any receipts from the post office and tracking details.

Some leases specify that email or a website or "portal" is where notices should be sent. If this is the case, email or upload the notice pursuant to the lease, but send paper mailed copies as well, if possible. **If you email or upload the request for repairs, be sure to save the email and print/save a PDF of the submission screen on any website or "portal."**

STEP 4 | Send a second and final written notice similar to the first notice, if necessary

If the landlord does not make a diligent effort to repair the issues you requested repair of within a reasonable time period (seven days from their receipt of your initial written repair request), you should send a second and final written notice that is nearly identical to the first written notice.

Review the sample second repair request (page 7).

Complete the fill-in-the-blank initial repair request form (page 8) with information specific to your repair and prior notice circumstances. Again, make sure this second notice has everything required of the first written notice (in step 3 above). Deliver the letter by **both** (a) regular first-class mail through USPS **and** (b) certified mail, registered mail, or other trackable mail (such as FedEx or UPS).

Save a copy of this second and final written request as well as any receipts from the post office and tracking details. If you email or upload the second request to a website/portal, be sure to save the email and print/save a PDF of the submission screen on any website or “portal.”

Step 5 | Options if the landlord still does not make repairs – move, sue, and/or repair and deduct

If it has been more than seven days since your landlord received your first written request for repair, you have sent a second written notice, and your landlord still has not made a diligent effort to make the requested repair, you have a few options under the Texas Property Code. **It is strongly recommended that you obtain professional legal advice before exercising any of the following options.**

Option 1: Terminate your lease and move. If you would like to exercise this option, you will need to give your landlord written notice that you will be terminating your lease, provide a date by which you will move out, state that you will be entitled to a refund of the security deposit and a refund of the rent for the remainder of the month following your move out date. You can also still sue your landlord for damages, as outlined in option 2 below.

Option 2: Sue your landlord. You can sue your landlord in justice, county, or district court and seek an order for reduction in your rent dating back to your first request for repair, an award of one month’s rent plus \$500, actual damages (i.e., destroyed personal belongings related to repair, medical bills for conditions caused by the health and/or safety issues requested to be repairs), reasonable attorney’s fees, and court costs. If you have not terminated your lease and moved out, as detailed in option 1, you can also ask that the order direct the landlord to make repairs to the residence.

Option 3: Repair and deduct. This option is complicated and technical. Without getting too specific, this option allows a tenant to hire a qualified, uninterested third-party (i.e., not the tenant or one of the tenant’s relatives or friends) to make the repairs and then deduct up to one month’s rent or \$500, whichever is greater, from the rent they owe the landlord. This simple explanation does not cover all the fine details that **must** be complied with if you would like to utilize this option. **If you would like to pursue this option, you especially should seek professional legal advice before doing so.**

SAMPLE INITIAL REPAIR REQUEST

January 1, 2023

Notice Name on Lease
Fake Apartments
123 Main Street
Houston, Texas 77002

Re: Request for repairs | 123 Main Street, Unit A, Houston, Texas 77002

Dear Notice Name on Lease,

I, Sam Sample, am a tenant living at Fake Apartments, 123 Main Street, Unit A, Houston, Texas 77002.

I am writing to request that you repair the following conditions:

- There is no hot water in my apartment.
- There is mold around my front door frame and around my air vents.
- Plumbing in the bathroom does not function correctly and there is a strong sewage odor.
- There are cockroaches throughout my apartment. Extermination services are needed.

I believe these conditions constitute a threat to my health and/or safety and I would like them repaired or remedied within a reasonable amount of time, which the law presumes is within seven (7) days from the date you receive this letter.

If you are unable to resolve any of the repair problems within a reasonable amount of time, I request a written explanation of the reasons for the delay within five (5) days after you receive this letter.

Sincerely,
Sam Sample
Sam Sample

***Via USPS CMRRR (Tracking No. 0000 0000 0000 0000 1234) and
USPS First Class Mail***

Date: _____

To: _____

Re: **Request for repairs**

Address for repairs: _____

Dear _____,

I, _____, am a tenant living at _____

_____.

I am writing to request that you repair the following condition(s):

I believe the condition(s) detailed above constitutes a threat to my health and/or safety and I would like the condition(s) repaired or remedied within a reasonable amount of time, which the law presumes is within seven (7) days from the date you receive this letter.

If you are unable to resolve any of the repair problem(s) within a reasonable amount of time, I request a written explanation of the reasons for the delay within five (5) days after you receive this letter.

Sincerely,

**Via USPS CMRRR (Tracking No. _____) and
USPS First Class Mail**

SAMPLE SECOND REPAIR REQUEST

January 11, 2023

Notice Name on Lease
Fake Apartments
123 Main Street
Houston, Texas 77002

Re: Second and final request for repairs | 123 Main Street, Unit A, Houston, Texas 77002

Dear Notice Name on Lease,

I, Sam Sample, am a tenant living at Fake Apartments, 123 Main Street, Unit A, Houston, Texas 77002. The repairs listed below were originally requested in a letter that you received on January 4, 2023. You have not made the requested repairs.

Again, I am writing to request that you repair the following conditions:

- There is no hot water in my apartment.
- There is mold around my front door frame and around my air vents.
- Plumbing in the bathroom does not function correctly and there is a strong sewage odor.
- There are cockroaches throughout my apartment. Extermination services are needed.

I believe these conditions constitute a threat to my health and/or safety and I ask that you have them repaired or remedied within a reasonable amount of time, which the law presumes is within seven (7) days from the date you receive this letter.

If you are unable to resolve any of the repair problems within a reasonable amount of time, I request a written explanation of the reasons for the delay within five (5) days after you receive this letter. **Should you fail to comply with this request, I will exercise my rights under the Texas Property Code, Chapter 92, Subchapter B. I may terminate my lease and move, pursue judicial remedies, and/or exercise the right to repair and deduct. This is your final notice before I exercise one or more of these rights.**

Sincerely,
Sam Sample
Sam Sample

***Via USPS CMRRR (Tracking No. 0000 0000 0000 0000 5678) and
USPS First Class Mail***

Date: _____

To: _____

Re: **Second and final request for repairs**

Address for repairs: _____

Dear _____,

I, _____, am a tenant living at _____

_____.

The repairs listed below were originally requested in a letter that you received on _____
_____. You have not made the requested repairs.

Again, I am writing to request that you repair the following condition(s):

I believe the condition(s) detailed above constitutes a threat to my health and/or safety and I would like the condition(s) repaired or remedied within a reasonable amount of time, which the law presumes is within seven (7) days from the date you receive this letter.

If you are unable to resolve any of the repair problems within a reasonable amount of time, I request a written explanation of the reasons for the delay within five (5) days after you receive this letter. **Should you fail to comply with this request, I will exercise my rights under the Texas Property Code, Chapter 92, Subchapter B. I may terminate my lease and move, pursue judicial remedies, and/or exercise the right to repair and deduct. This is your final notice before I exercise one or more of these rights.**

Sincerely,

**Via USPS CMRRR (Tracking No. _____) and
USPS First Class Mail**

Date: _____

To: _____

Re: **Notice to Terminate Lease**

Address for lease termination: _____

Dear _____,

As permitted by Texas Property Code § 92.056, I am hereby exercising the right to terminate my lease agreement as a result of your failure to comply with my request to repair conditions that affect my health and/or safety within a reasonable time. You received notices requesting these repairs on _____ and _____.

I will be vacating the rental premises located at _____

_____, on _____.

Please refund my security deposit and the prorated amount of any rent from the date I surrender possession of the rental premises within thirty (30) days of the date that I surrender possession of the rental premises. These funds may be mailed to the following address:

Sincerely,

**Via USPS CMRRR (Tracking No. _____) and
USPS First Class Mail**

CAUSE NO. _____

_____	§	IN THE JUSTICE COURT
PLAINTIFF	§	
	§	
v.	§	PRECINCT NO. _____
	§	
_____	§	
DEFENDANT	§	_____ COUNTY, TEXAS

PETITION: REPAIR AND REMEDY CASE

COMPLAINT: Plaintiff files this petition against the above-named Defendant pursuant to Rule 509 of the Texas Rules of Civil Procedure and Section 92.0563 of the Texas Property Code because there is a condition in Plaintiff's residential rental property that would materially affect the health or safety of an ordinary Plaintiff.

Information Regarding Residential Rental Property:

_____	_____	_____	_____	_____	_____
Street Address	Unit No. (if any)	City	County	State	Zip Code

Defendant's Contact Information (to the extent known):

_____	_____	_____	_____	_____	_____	_____
Street Address	Unit No. (if any)	City	County	State	Zip Code	Phone No.

SERVICE OF CITATION: Plaintiff requests service of the citation on the Defendant, and if required, alternative service pursuant to Rule 509.4 of the Texas Rules of Civil Procedure. Plaintiff will check the box next to each statement that is true: Plaintiff received in writing Defendant's name and business street address. Plaintiff received in writing the name and business street address of Defendant's management company. The name of Defendant's management company is _____. To Plaintiff's knowledge, this is the management company's contact information:

_____	_____	_____	_____	_____	_____	_____
Street Address	Unit No. (if any)	City	County	State	Zip Code	Phone No.

The name of Defendant's on-premises manager is _____. To Plaintiff's knowledge, this is the on-premises manager's contact information:

_____	_____	_____	_____	_____	_____	_____
Street Address	Unit No. (if any)	City	County	State	Zip Code	Phone No.

The name of Defendant's rent collector serving the residential rental property is _____. To Plaintiff's knowledge, this is the rent collector's contact information:

_____	_____	_____	_____	_____	_____	_____
Street Address	Unit No. (if any)	City	County	State	Zip Code	Phone No.

PROPERTY CONDITION: The property condition materially affecting the physical health or safety of an ordinary Plaintiff that Plaintiff seeks to have repaired or remedied is:

LEASE AND NOTICE: Plaintiff will check the box next to each statement that is true:

The lease is oral. The lease is in writing. The lease requires the notice to repair and remedy a condition to be in writing. Plaintiff gave written notice to repair or remedy the condition on _____.

The written notice to repair or remedy the condition was sent by certified mail, return, receipt requested, or registered mail on _____.

Plaintiff gave oral notice to repair or remedy the condition on _____.

Name of person(s) to whom notice was given: _____

Place where notice was given: _____

RENT: At the time Plaintiff gave notice to repair or remedy the condition, Plaintiff's rent was:
 current (no rent owed); not current but Plaintiff offered to pay the rent and Defendant did not accept it; or not current and Plaintiff did not offer to pay the rent owed.

Plaintiff's rent is due on the ____ day of the month week _____ (specify any other rent-payment period). Plaintiff's rent is \$_____ per month week _____ (specify any other rent-payment period). Plaintiff's rent: is not subsidized by the government is subsidized by the government as follows, if known: \$_____ paid by the government, and \$_____ paid by Plaintiff.

RELIEF REQUESTED: Plaintiff requests the following relief (check all that apply): a court order to repair or remedy the condition; a court order reducing Plaintiff's rent in the amount of \$_____ to begin on _____; actual damages in the amount of \$ _____; a civil penalty of one month's rent plus \$500; attorney's fees; and court costs. Plaintiff states that the total relief requested does not exceed \$10,000, excluding interest and court costs but including attorney's fees.

I hereby request a jury trial. The fee is \$22 and must be paid at least 14 days before trial.

I hereby consent for the answer and any other motions or pleadings to be sent to my email address as follows: _____

Plaintiff's Printed Name

Signature of Plaintiff
or Plaintiff's Attorney

Address of Plaintiff
or Plaintiff's Attorney

City State Zip

Phone & Fax No. of Plaintiff
Or Plaintiff's Attorney