

Tenant Repair Request Packet

This Packet contains the following documents:

- A. A sample demand letter for requesting repairs
- B. A termination of lease notice
- C. A Petition for Repairs for filing in the Justice Court
- D. An Order for the Justice Court
- E. Statement of Inability to Pay Costs

Instructions for Repairs:

The tenant must not be delinquent on rent at the time notice is given and must remain current on rent. A landlord has no duty to make repairs for a delinquent tenant. When a tenant is current on rent, a landlord is required to **repair conditions that materially affect the physical health and safety of an ordinary tenant**. Examples: a rat or roach infestation; a plumbing leak; a sewage leak; lack of drinking water; etc... Some things that do not effect health and safety: paint, carpet, a hole in drywall, a rotten fence, etc...

To obtain repairs a tenant must follow the steps below:

Step 1: Notice

- Give notice in writing to the person to or at the location where rent is normally paid
- Use form A, the demand letter to give notice. A tenant should send this request Certified Return Receipt Mail via the Post Office whenever possible
- Allow the Landlord at least seven (7) days to make the repairs(s)

Step 2: Second Notice

- Only required if first notice was not sent by certified mail, if first notice was sent by certified mail skip to step 3, if not repeat step 1.

Step 3: Choose Legal Remedy – if Landlord fails to repair the tenant may choose one option

Option 1: Terminate Lease

- The tenant may terminate the lease, deduct any security deposit from any rent owed, and demand *pro rata* refund of rent from the date of termination or the date of move out (whichever is later). Use form B, lease termination letter.
- If a tenant chooses this option tenant should select a date to move *within* the next thirty (30) days.
- This letter must be sent Certified Return Receipt Mail via the Post Office
- ALL documents should be saved for four (4) years. You may be sued on a contract for 4 years. A lease is a contract.

.....Option 2 on the next page

Option 2: Sue Landlord for Repairs in Justice Court

- File Repair Petition, form C. Fill in the blanks
- Pay filing fee OR file Affidavit of Inability to Pay Costs, form E. If you file this form you must disclose all your income, assets and expenses truthfully. This is a sworn affidavit.
- Go to hearing
 - Justice courts may not hold a hearing before the sixth (6th) day after service, but must hold a hearing no later than the tenth (10th) day.
 - Bring Order for the Justice Court, form D. Do not fill-in; this form is for the Judge to complete.
 - Bring any evidence you have of needed repairs, such as photographs, etc... to show judge
 - Bring copies of all requests, your lease agreement if you have one, and proof of rent paid

REQUEST FOR REPAIRS

① **TO: LANDLORD AND/OR MANAGEMENT**

Name of Landlord/Management/Leasing Agent

Address

City State Zip Code

② **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.*)
- Registered Mail (*If you have questions, ask Post Office; keep tracking number.*)
- A Form of Mail that Tracks Delivery (*Example: Fed Ex, UPS; keep 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

③ **TENANT:**

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

④ **REPAIRS:** The following are conditions that I ask you to repair, because they affect my health and safety (*attach additional sheets if necessary to describe problems*):

⑤ **REQUEST:**

I ask that you complete these health and safety repairs within _____ days of receiving this request. *(Instructions to Tenant: Write "7" days in this blank, unless the emergency nature of the repairs requires more immediate attention, such as a serious water leak, gas leak, significant utility problems, dangerous condition, etc. If the repair is an emergency that requires more prompt attention, write the number of days in which the landlord should respond to that repair.)*

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. **If the number of days is not filled in above, then you should complete these repairs within seven days.**

If these repairs are not made within seven days (or the number of days indicated above, if less than seven) after your receive of this notice, I may exercise my rights under the Texas Property Code, which include terminating my lease (with no other notice to you other than that I have vacated the unit); exercising repair and deduct remedies in the Texas Property Code; and pursuing judicial remedies in court for rent reduction, an order for repairs, civil and actual damages, and court costs.

Thank you for your cooperation with my request.



Tenant Signature

Date

Tenant Phone Number

Date: _____

Certified Mail Return Receipt Requested

Attention: _____

Re: NOTICE TO TERMINATE LEASE FOR FAILURE TO REPAIR

Greetings:

As permitted by Section 92.056 of the Texas Property Code, I am hereby exercising my right to terminate my lease agreement as a result of your failure to comply in a reasonable amount of time with my request to repair conditions(s) that affect my health and safety.

I will be vacating the rental premises located at _____
on _____.

Pursuant to the Texas Property Code § 92.056(f), I am entitled: (1) to a pro rata refund of rent from the date of termination or the date I move out, whichever is later; and (2) to deduct my security deposit from the rent without necessity of lawsuit or obtain a full refund of your security deposit according to law. Please forward my refund and/or security deposit to me at the following address:

Thank you for your prompt attention to this matter.

Sincerely,

NO. _____
(filled in by court)

_____,
PLAINTIFF (Your Name),

vs.

_____,
DEFENDANT (Landlord).

§ IN THE JUSTICE COURT
§
§
§ PRECINCT ___, PLACE ___
§
§
§ _____ COUNTY, TEXAS

PLAINTIFF'S ORIGINAL PETITION FOR REPAIRS UNDER SECTION 92.0563 OF THE TEXAS PROPERTY CODE

1. **COMPLAINT:** Tenant files this petition against the above-named Landlord pursuant to Section 92.0563 of the Texas Property Code because there is a condition in Tenant's residential rental property that would materially affect health or safety of an ordinary tenant.

Information regarding rental property:

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

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

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

2. **SERVICE OF CITATION:** (Check next to each statement that is true.

- Tenant received in writing Landlord's name and business street address
- Tenant received in writing Landlord's name and business street address of Landlord's management company
- The name of the Landlord's management company is _____. To Tenant's knowledge, this is the management company's contact information:

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

- The name of Landlord's on-premise manager is _____. To Tenant's knowledge, this is the on premise manager's contact information:

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

- The name of Landlord's rent collector is _____. To Tenant's knowledge, this is the rent collector's information:

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

3. **LEASE AND NOTICE:** 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 or remedy a condition be in writing.
- Tenant 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 _____.
- Tenant gave oral notice to repair or remedy the condition on _____.
- Name of person(s) to whom notice was given: _____.
- Place where notice was given: _____.

4. **RENT:** At the time Tenant gave notice to repair or remedy the condition Tenant's rent:

- was current,
- was not current by Tenant offered the rent owed and Landlord did not accept it, OR
- not current and Tenant did not offer to pay the rent owed.

Tenant's rent is due on the _____ day of the month, week, _____ (specify any other rent-payment period). The rent is \$ _____ per month, week, _____ (specify any other rent-payment period).

Tenant's rent is (check one) not subsidized by the government, subsidized by the government as follows, if known, \$ _____ paid by the government, and \$ _____ paid by Tenant.

5. **PROPERTY CONDITION:** Describe the property condition materially affecting the physical health or safety of an ordinary tenant that Tenant seeks to have repaired or remedied:

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

Tenant's Signature

Date

Street address Unit No. (if any)

Telephone Number

City State Zip

NO. _____

PLAINTIFF

§ JUSTICE OF THE PEACE

§

§

V.

§ PRECINCT NO. ____, PLACE ____

§

§

DEFENDANTS

§ _____ COUNTY, TEXAS

ORDER ON COMPLAINT TO OBTAIN REPAIRS

On _____, the Court heard the complaint of _____ for
judicial relief to obtain repairs.

Plaintiff, _____, appeared in person and announced ready.

Defendant, _____, appeared in person and announced ready
OR although duly cited to appear and answer, did not answer and wholly made default.

The Court finds:

1. This complaint refers to leased premises located at _____
_____ which are the subject of a lease between the parties dated _____.

2. Repairs were properly requested in writing by Plaintiff on the date _____ to make the following
repairs that materially affect the physical health and safety of an ordinary tenant:

_____.

3. There was a duty by Defendant to make a diligent effort to remedy the condition as it would materially affect the physical health and safety of an ordinary tenant.

4. Defendant failed to make the requested repairs.

5. Plaintiff incurred damages in the amount of \$_____.

6. Plaintiff incurred attorney's fees in the amount of \$_____.

7. Judgment is granted in favor of Plaintiff, _____ against Defendant, _____, for the following:

(Initial all that apply)

a. _____ IT IS ORDERED that Defendant take reasonable action to repair or remedy the condition;

b. _____ IT IS ORDERED, ADJUDGED AND DECREED that the rent of Plaintiff is reduced from the date of the first repair notice on _____ in proportion to the reduced rental value resulting from the condition until the condition is repaired or remedied in the amount of \$_____, or a reduction amount of \$_____.

c. _____ IT IS ORDERED, ADJUDGED AND DECREED that Plaintiff recover judgment against DEFENDANT for the amount of \$_____ which is a civil penalty of one month's rent plus \$500;

d. _____ IT IS ORDERED, ADJUDGED AND DECREED that Plaintiff recover judgment against Defendant for the amount of actual damages which are \$_____;

e. _____ IT IS ORDERED, ADJUDGED AND DECREED that Plaintiff recover judgment against Defendant for the amount of \$_____ for attorney's fees.

f. _____ IT IS ORDERED, ADJUDGED AND DECREED Defendant shall pay court costs in the amount of \$_____.

Date signed: _____

HON. _____

Precinct No. _____, Place _____ County, Texas

NOTICE: THIS DOCUMENT CONTAINS SENSITIVE DATA



Cause Number: _____
(The Clerk's office will fill in the Cause Number when you file this form)

Plaintiff: _____
(Print first and last name of the person filing the lawsuit.)

And

In the (check one):
 District Court
 County Court / County Court at Law
 Justice Court

Defendant: _____
(Print first and last name of the person being sued.)

_____ Texas
 _____ County

Statement of Inability to Afford Payment of Court Costs or an Appeal Bond

1. Your Information

My full legal name is: _____ My date of birth is: _____
First Middle Last Month/Day/Year

My address is: (Home) _____
 (Mailing) _____

My phone number: _____ My email: _____

About my dependents: "The people who depend on me financially are listed below."

Name	Age	Relationship to Me
1 _____	_____	_____
2 _____	_____	_____
3 _____	_____	_____
4 _____	_____	_____
5 _____	_____	_____
6 _____	_____	_____

2. Are you represented by Legal Aid?

I am being represented in this case for free by an attorney who works for a legal aid provider or who received my case through a legal aid provider. I have attached the certificate the legal aid provider gave me as 'Exhibit: Legal Aid Certificate.'

-or-

I asked a legal-aid provider to represent me, and the provider determined that I am financially eligible for representation, but the provider could not take my case. I have attached documentation from legal aid stating this.

or-

I am not represented by legal aid. I did not apply for representation by legal aid.

3. Do you receive public benefits?

I do not receive needs-based public benefits. - or -

I receive these public benefits/government entitlements that are based on indigency:
(Check ALL boxes that apply and attach proof to this form, such as a copy of an eligibility form or check.)

- Food stamps/SNAP TANF Medicaid CHIP SSI WIC AABD
- Public Housing or Section 8 Housing Low-Income Energy Assistance Emergency Assistance
- Telephone Lifeline Community Care via DADS LIS in Medicare ("Extra Help")
- Needs-based VA Pension Child Care Assistance under Child Care and Development Block Grant
- County Assistance, County Health Care, or General Assistance (GA)
- Other: _____

