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LETTER TO LANDLORD CONCERNING UNSAFE CONDITIONS

Warning: *The information and forms in this guide are not a substitute for the advice and help of a lawyer. This letter tells the landlord that you are having issues concerning health and safety conditions. This letter is written in compliance with the Sample Texas Apartment Association, Inc. (TAA) Apartment Lease Contract and the Texas Property Code as of August 2021.*

[DATE]

[Apartment Name]
[Street Address of Apartment Complex]
[City, State, Zip]

[Your Name]
[Street Address of Your Apartment]
[City, State, Zip]

ATTN: Request for New Apartment Due to Unsafe Conditions

Dear Sir or Madam:

I am writing this letter to inform you that your company has breached its duty of providing a safe environment that does not materially affect the health and safety of my family. Specifically, I have notified management and law enforcement on several occasions by phone of **[List Conditions that Make Apartment Unsafe]**.

At the time of this writing nothing has been done to resolve this critical problem. My Rental Lease Agreement states the following duty of your management company and my remedy of termination, which I intend to enact by writing this first letter:

NOTE: These provisions will come directly from Your lease. Find the appropriate provisions and insert them in place of the following highlighted portions.

**31.1 Generally. We'll act with customary diligence to: [omitted]
(c) substantially comply with all applicable laws regarding safety, sanitation, and fair housing;**

31.2 Your Remedies. If we violate any of the above, you may possibly terminate this Lease and exercise other remedies under Texas Property Code Sec. 92.056

In closing I request that these problems be repaired or remedied as soon as possible. Please provide a written explanation to me if there will be any delay in fixing these problems or that you are unable to do so, which you have stated multiple times. An adequate remedy for my family and I would be to have our lease transferred to another unit. If you have any questions or concerns please contact me at **[Phone Number]** or via email at **[e-mail]**.

Thanks for your prompt attention.

[Your Name]

cc: **[Address of the Management Company's Corporate Headquarters]**

Texas Property Code § 92.056

Sec. 92.056. LANDLORD LIABILITY AND TENANT REMEDIES; NOTICE AND TIME FOR REPAIR. (a) A landlord's liability under this section is subject to Section 92.052(b) regarding conditions that are caused by a tenant and Section 92.054 regarding conditions that are insured casualties.

(b) A landlord is liable to a tenant as provided by this subchapter if:

(1) the tenant has given the landlord notice to repair or remedy a condition by giving that notice to the person to whom or to the place where the tenant's rent is normally paid;

(2) the condition materially affects the physical health or safety of an ordinary tenant;

(3) the tenant has given the landlord a subsequent written notice to repair or remedy the condition after a reasonable time to repair or remedy the condition following the notice given under Subdivision (1) or the tenant has given the notice under Subdivision (1) by sending that notice by certified mail, return receipt requested, by registered mail, or by another form of mail that allows tracking of delivery from the United States Postal Service or a private delivery service;

(4) the landlord has had a reasonable time to repair or remedy the condition after the landlord received the tenant's notice under Subdivision (1) and, if applicable, the tenant's subsequent notice under Subdivision (3);

(5) the landlord has not made a diligent effort to repair or remedy the condition after the landlord received the tenant's notice under Subdivision (1) and, if applicable, the tenant's notice under Subdivision (3); and

(6) the tenant was not delinquent in the payment of rent at the time any notice required by this subsection was given.

(c) For purposes of Subsection (b) (4) or (5), a landlord is considered to have received the tenant's notice when the landlord or the landlord's agent or employee has actually received the notice or when the United States Postal Service has attempted to deliver the notice to the landlord.

(d) For purposes of Subsection (b) (3) or (4), in determining whether a period of time is a reasonable time to repair or remedy a condition, there is a rebuttable presumption that seven days is a reasonable time. To rebut that presumption, the date on which the landlord received the tenant's notice, the severity and nature of the condition, and the reasonable availability of materials and labor and of utilities from a utility company must be considered.

(e) Except as provided in Subsection (f), a tenant to whom a landlord is liable under Subsection (b) of this section may:

(1) terminate the lease;

(2) have the condition repaired or remedied according to Section 92.0561;

(3) deduct from the tenant's rent, without necessity of judicial action, the cost of the repair or remedy according to Section 92.0561; and

(4) obtain judicial remedies according to Section 92.0563.

(f) A tenant who elects to terminate the lease under Subsection (e) is:

(1) entitled to a pro rata refund of rent from the date of termination or the date the tenant moves out, whichever is later;

(2) entitled to deduct the tenant's security deposit from the tenant's rent without necessity of lawsuit or obtain a refund of the tenant's security deposit according to law; and

(3) not entitled to the other repair and deduct remedies under Section 92.0561 or the judicial remedies under Subdivisions (1) and (2) of Subsection (a) of Section 92.0563.

(g) A lease must contain language in underlined or bold print that informs the tenant of the remedies available under this section and Section 92.0561.

Acts 1983, 68th Leg., p. 3635, ch. 576, Sec. 1, eff. Jan. 1, 1984. Amended by Acts 1989, 71st Leg., ch. 650, Sec. 5, eff. Aug. 28, 1989; Acts 1997, 75th Leg., ch. 1205, Sec. 11, eff. Jan. 1, 1998.

Amended by:

Acts 2007, 80th Leg., R.S., Ch. 917 (H.B. 3101), Sec. 5, eff. January 1, 2008.

Acts 2015, 84th Leg., R.S., Ch. 1198 (S.B. 1367), Sec. 4, eff. January 1, 2016.