





Introducing the new Texas Apartment Association Lease to Justices of the Peace

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Our Speakers Today



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Our Objectives Today

- Present TAA's new standard lease form
- Provide high-level overview of lease provisions that may arise in an eviction, and
- Provide information about our association and resources.

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About TAA

- 12,000 members
- Represent more than 2.3 million homes and units across Texas, housing 4.6 million Texans
- Four out of 10 Texas households live in rental housing
- Members employ 75,000 Texans.
- Affiliated with the National Apartment Association and [local associations](#) in 24 Texas cities
- Our mission is to provide exceptional advocacy, education and communication for the Texas rental housing industry.

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Disclaimer

The information provided in this webinar is general and informational in nature and not intended to be legal advice, nor is it intended to create an industry standard.

The Texas Apartment Association does not provide legal advice.

Any opinions expressed by a presenter reflect that individual's views and not those of the Texas Apartment Association.

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TAA's "Lease 2.0"

- Available for TAA members February 16
- Shortened from eight pages to six pages
 - Removed lockouts & liens
 - Removed SCRA waiver provisions
- Added an optional early lease termination option
- Community Policies Addendum

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Page One of TAA's New Lease

- Easier to identify important dollar amounts and terms
- Boxes reference the applicable paragraph in the lease

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Paragraph 1: Definitions

- 1. Definitions.** The following terms are commonly used in this Lease:
 - 1.1. "Residents"** are those listed in "Residents" above who sign the Lease and are authorized to live in the apartment.
 - 1.2. "Occupants"** are those listed in this Lease who are also authorized to live in the apartment, but who do not sign the Lease.
 - 1.3. "Owner"** may be identified by an assumed name and is the owner only and not property managers or anyone else.
 - 1.4. "Including"** in this Lease means "including but not limited to."
 - 1.5. "Community Policies"** are the written apartment rules and policies, including property signage and instructions for care of our property and amenities, with which you, your occupants, and your guests must comply.
 - 1.6. "Rent"** is monthly base rent plus additional monthly recurring fixed charges.

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Paragraph 3: Rent

3. Rent. You must pay your Rent on or before the 1st day of each month (due date) without demand. There are no exceptions regarding the payment of Rent, and you agree not paying Rent on or before the 1st of each month is a material breach of this Lease.

3.1. Payments. You will pay your Rent by any method, manner and place we specify in accordance with our Community Policies. **Cash is not acceptable without our prior written permission. You cannot withhold or offset Rent unless authorized by law.** We may, at our option, require at any time that you pay Rent and other sums due in one single payment by any method we specify.

3.2. Application of Payments. Payment of each sum due is an independent covenant, which means payments are due regardless of our performance. When we receive money, other than water and wastewater payments subject to government regulation, we may apply it at our option and without notice first to any of your unpaid obligations, then to accrued rent. We may do so regardless of notations on checks or money orders and regardless of when the obligations arose. All sums other than Rent and late fees are due upon our demand. After the due date, we do not have to accept any payments.

3.3. Late Fees. If we don't receive your monthly base rent in full when it's due, you must pay late fees as outlined in Lease Details.

3.4. Returned Payment Fee. You'll pay the fee listed in Lease Details for each returned check or rejected electronic payment, plus initial and daily late fees if applicable, until we receive full payment in an acceptable method.



How much is rent?

From Lease Details, page 1

C. Monthly Base Rent (Par. 3)

\$ _____

L. Additional Rent - Monthly Recurring Fixed Charges. You will pay separately for these items as outlined below and/or in separate addenda, Special Provisions or an amendment to this Lease.

Animal rent	\$ _____	Cable/satellite	\$ _____	Concierge trash	\$ _____
Internet	\$ _____	Package service	\$ _____	Pest control	\$ _____
Storage	\$ _____	Stormwater/drainage	\$ _____	Washer/Dryer	\$ _____
Other:	_____		\$ _____		
Other:	_____		\$ _____		
Other:	_____		\$ _____		
Other:	_____		\$ _____		

M. Other Variable Charges. You will pay separately for gas, water, wastewater, electricity, trash/recycling, utility billing fees and other items as outlined in separate addenda, Special Provisions or an amendment to this Lease.

Utility Connection Charge or Transfer Fee: \$ _____ (not to exceed \$50) to be paid within 5 days of written notice (Par. 3.5)



Paragraph 10: Community Policies

10. Community Policies. *Community Policies become part of the Lease and must be followed.* We may make changes, including additions, to our written Community Policies, and those changes can become effective immediately if the Community Policies are distributed and applicable to all units in the apartment community and do not change the dollar amounts in Lease Details.

- 10.1. Photo/Video Release.** You give us permission to use any photograph, likeness, image or video taken of you while you are using property common areas or participating in any event sponsored by us.
- 10.2. Disclosure of Information.** At our sole option, we may, but are not obligated to, share and use information related to this Lease for law-enforcement, governmental, or business purposes. At our request, you authorize any utility provider to give us information about pending or actual connections or disconnections of utility service to your apartment.
- 10.3. Guests.** We may exclude from the apartment community any guests or others who, in our sole judgment, have been violating the law, violating this Lease or our Community Policies, or disturbing other residents, neighbors, visitors, or owner representatives. We may also exclude from any outside area or common area anyone who refuses to show photo identification or refuses to identify himself or herself as a resident, an authorized occupant, or a guest of a specific resident in the community.

Anyone not listed in this Lease cannot stay in the apartment for more than _____ days in one week without our prior written consent, and no more than twice that many days in any one month. If the previous space isn't filled in, 2 days total per week will be the limit.

- 10.4. Notice of Convictions and Registration.** You must notify us within 15 days if you or any of your occupants: (A) are convicted of any felony, (B) are convicted of any misdemeanor involving a controlled substance, violence to another person, or destruction of property, or (C) register as a sex offender. Informing us of a criminal conviction or sex-offender registration doesn't waive any rights we may have against you.
- 10.5. Odors and Noise.** You agree that odors, smoke and smells including those related to cooking and everyday noises or sounds are all a normal part of a multifamily living environment and that it is impractical for us to prevent them from penetrating your apartment.

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Paragraph 11: Conduct

11. Conduct. You agree to communicate and conduct yourself in a lawful, courteous and reasonable manner at all times when interacting with us, our representatives and other residents or occupants. Any acts of unlawful, discourteous or unreasonable communication or conduct by you, your occupants or guests is a breach of this Lease.

You must use customary diligence in maintaining the apartment, keeping it in a sanitary condition and not damaging or littering the common areas. Trash must be disposed of at least weekly. You will use your apartment and all other areas, including any balconies, with reasonable care. We may regulate the use of passageways, patios, balconies, porches, and activities in common areas.

- 11.1. Prohibited Conduct.** You, your occupants, and your guests will not engage in unlawful, discourteous or unreasonable behavior including, but not limited to, any of the following activities:
 - (a) criminal conduct; manufacturing, delivering, or possessing a controlled substance or drug paraphernalia; engaging in or threatening violence; possessing a weapon prohibited by state law; discharging a firearm in the apartment community; or, except when allowed by law, displaying or possessing a gun, knife, or other weapon in the common area, or in a way that may alarm others;
 - (b) behaving in a loud, obnoxious or dangerous manner;

- (c) disturbing or threatening the rights, comfort, health, safety, or convenience of others, including us, our agents, or our representatives;
- (d) disrupting our business operations;
- (e) storing anything in closets containing water heaters or gas appliances;
- (f) tampering with utilities or telecommunication equipment;
- (g) bringing hazardous materials into the apartment community;
- (h) using windows for entry or exit;
- (i) heating the apartment with gas-operated appliances;
- (j) making bad-faith or false allegations against us or our agents to others;
- (k) smoking of any kind, that is not in accordance with our Community Policies or Lease addenda;
- (l) using glass containers in or near pools; or
- (m) conducting any kind of business (including child-care services) in your apartment or in the apartment community—except for any lawful business conducted "at home" by computer, mail, or telephone if customers, clients, patients, employees or other business associates do not come to your apartment for business purposes.

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Paragraph 23.1: Acts of Default

23.1. Acts of Default. You'll be in default if: (A) you don't timely pay Rent, including monthly recurring charges, or other amounts you owe; (B) you or any guest or occupant violates this Lease, our Community Policies, or fire, safety, health, criminal or other laws, regardless of whether or where arrest or conviction occurs; (C) you give incorrect, incomplete, or false answers in a rental application or in this Lease; or (D) you or any occupant is charged, detained, convicted, or given deferred adjudication or pretrial diversion for (1) an offense involving actual or potential physical harm to a person, or involving the manufacture or delivery of a controlled substance, marijuana, or drug paraphernalia as defined in the Texas Controlled Substances Act, or (2) any sex-related crime, including a misdemeanor.

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Paragraph 23.2: Eviction

23.2. Eviction. *If you default, including holding over, we may end your right of occupancy by giving you at least a 24-hour written notice to vacate.* Termination of your possession rights doesn't release you from liability for future Rent or other Lease obligations. *After giving notice to vacate or filing an eviction suit, we may still accept Rent or other sums due; the filing or acceptance doesn't waive or diminish our right of eviction or any other contractual or statutory right.* Accepting money at any time doesn't waive our right to damages, to past or future Rent or other sums, or to our continuing with eviction proceedings. In an eviction, Rent is owed for the full rental period and will not be prorated.

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Rest of Paragraph 23

23.3. Acceleration. Unless we elect not to accelerate Rent, all monthly Rent for the rest of the Lease term or renewal period will be accelerated automatically without notice or demand (before or after acceleration) and will be immediately due if, without our written consent: (A) you move out, remove property in preparing to move out, or you or any occupant gives oral or written notice of intent to move out before the Lease term or renewal period ends; and (B) you haven't paid all Rent for the entire Lease term or renewal period. Remaining Rent will also be accelerated if you're judicially evicted or move out when we demand because you've defaulted. If you don't pay the first month's Rent when or before the Lease begins, all future Rent for the Lease term will be automatically accelerated without notice and become immediately due. We also may end your right of occupancy and recover damages, future Rent, attorney's fees, court costs, and other lawful charges.

23.4. Holdover. You or any occupant or guest must not hold over beyond the date contained in: (1) your move-out notice, (2) our notice to vacate, (3) our notice of non-renewal, or (4) a written agreement specifying a different move-out date. If a holdover occurs, then you'll be liable to us for all Rent for the full term of the previously signed lease of a new resident who can't occupy because of the holdover, and at our option, we may extend the Lease term and/or increase the Rent by 25% by delivering written notice to you or your apartment while you continue to hold over.

23.5. Other Remedies. We may report unpaid amounts to credit agencies as allowed by law. If we or our debt collector tries to collect any money you owe us, you agree that we or the debt collector may contact you by any legal means. If you default, you will pay us, in addition to other sums due, any rental discounts or concessions agreed to in writing that have been applied to your account. We may recover attorney's fees in connection with enforcing our rights under this Lease. All unpaid amounts you owe bear interest at the rate provided by Texas Finance Code Section 304.003(c) from the due date. You must pay all collection-agency fees if you fail to pay sums due within 10 days after you are mailed a letter demanding payment and stating that collection-agency fees will be added if you don't pay all sums by that deadline. You are also liable for a charge (not to exceed \$150) to cover our time, cost and expense for any eviction proceeding against you, plus our attorney's fees and expenses, court costs, and filing fees actually paid.

From **Lease Details, page 1**

B. Initial Lease Term. Begins: _____ Ends at 11:59 p.m. on: _____

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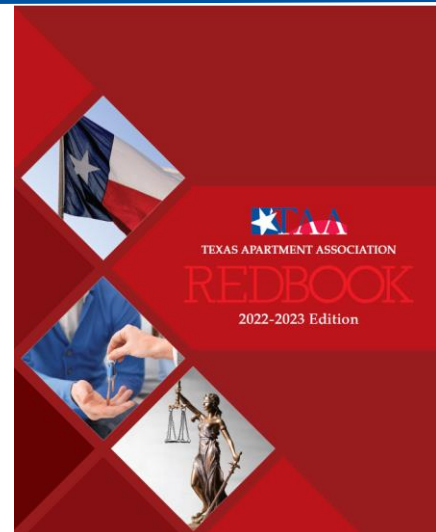
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TAA REDBOOK

- Indispensable legal guide emphasizes practical information that addresses common issues.
- Justices of the Peace can request a complimentary copy.
 - To receive the 750+ page printed book, contact your [TAA local association](#).
 - For access to REDBOOK Online, email communications@taa.org.



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Thank you for attending!

Resources for TAA's Lease

- [One-pager](#)
- [Sample Apartment Lease](#)
- [Sample Residential Lease](#)
- [Sample Community Policies Addendum](#)
- www.taa.org

