

# Rental Housing Update for Justices Of The Peace

Prepared by  TEXAS APARTMENT ASSOCIATION

February 22, 2024

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## Welcome!

### About the Texas Apartment Association

TAA provides exceptional advocacy, education and communication for the Texas rental housing industry.

11,700+  
member  
companies

2.5 million  
rental units provided  
by TAA members

1.4 million  
industry jobs

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# Our Speakers Today



**Sandy Hoy**

Vice President and General Counsel  
Texas Apartment Association



**Howard Bookstaff**

Partner  
HooverSlovacek LLP



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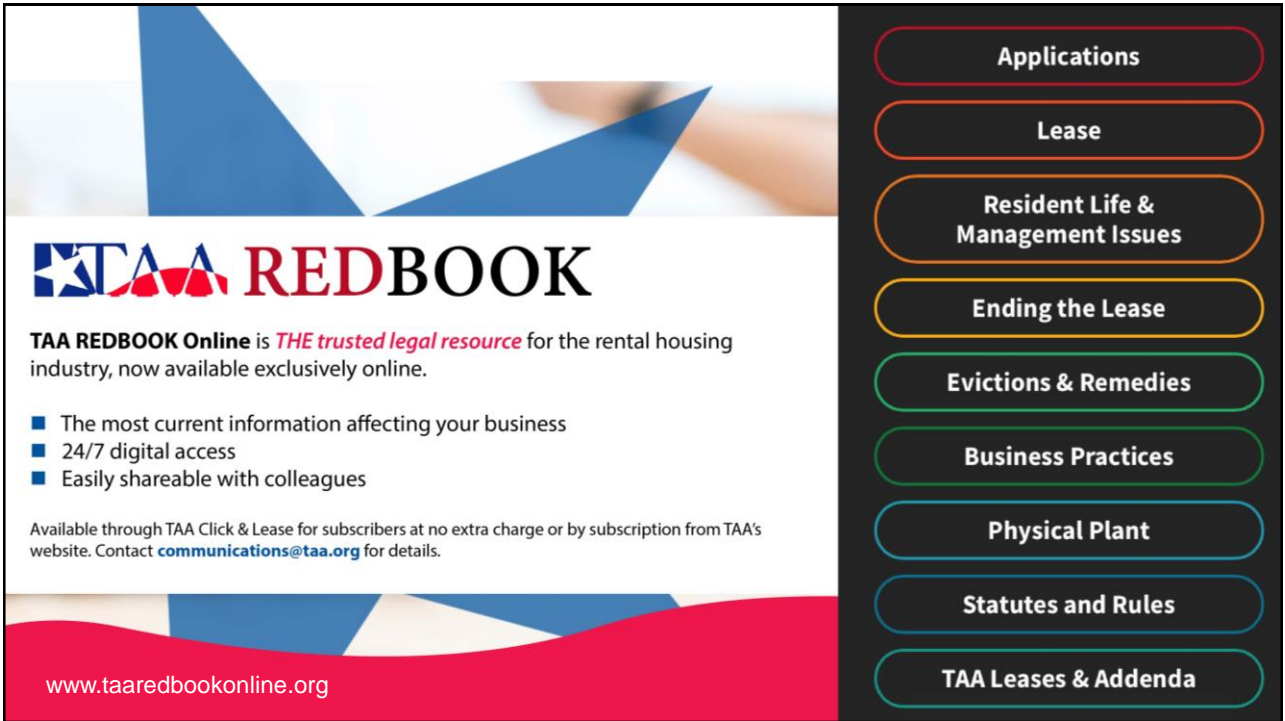
## Thank you for your service to the State of Texas!

- Our objectives today:
  - Provide education on the changes to TAA's Lease, the most widely used lease form in Texas
  - Supply resources related to evictions and the rental housing industry in general, and
  - Give access to TAA's REDBOOK Online.



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**TAA REDBOOK**

**TAA REDBOOK Online** is *THE trusted legal resource* for the rental housing industry, now available exclusively online.


- The most current information affecting your business
- 24/7 digital access
- Easily shareable with colleagues

Available through TAA Click & Lease for subscribers at no extra charge or by subscription from TAA's website. Contact [communications@taa.org](mailto:communications@taa.org) for details.

[www.taaredbookonline.org](http://www.taaredbookonline.org)

- Applications
- Lease
- Resident Life & Management Issues
- Ending the Lease
- Evictions & Remedies
- Business Practices
- Physical Plant
- Statutes and Rules
- TAA Leases & Addenda

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# REDBOOK Seminars

- 23 in-person seminars held in 20 cities throughout Texas through May 21
- Virtual offering each morning on May 14 and 15
- Visit [www.taa.org/events](http://www.taa.org/events) or email [education@taa.org](mailto:education@taa.org) for more information.

**Focus areas in the 2024 REDBOOK Seminar:**

- 1. The Lease and the Leasing Process**, including recent Lease changes and TAA's new Master Lease Addendum
- 2. Evictions**, including a detailed walk-through of the evictions process, a spotlight on common problem areas, the CARES Act, new legislation regarding preemption of local ordinances, and the appeals process
- 3. Operational Issues**, including fair housing, emotional support animals, lease termination and habitability

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# Lease Contract Overview



## TAA's Apartment Lease Contract

### Page 1

[View a sample Lease](#)

This Lease is valid only if filed out before January 1, 2026.

**TEXAS APARTMENT ASSOCIATION**  
**Apartment Lease Contract**  
THIS LEASE CONTRACT IS A LEGAL INSTRUMENT

This Lease Contract ("Lease") is between you, the resident(s) listed below and us. The terms "you" and "your" refer to all residents. The terms "we," "us," and "our" refer to the owner listed below.

**PARTIES**

Resident(s) \_\_\_\_\_ Owner \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_ Occupant(s) \_\_\_\_\_  
 \_\_\_\_\_

**LEASE DETAILS**

**A. Apartment (Par. 2)**  
 Street Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_  
 Apartment No. \_\_\_\_\_

**B. Initial Lease Term, Begins \_\_\_\_\_ Ends at 11:59 pm on \_\_\_\_\_**

**C. Monthly Base Rent (Par. 5)** \$ \_\_\_\_\_ **E. Security Deposit (Par. 5)** \$ \_\_\_\_\_ **F. Notice of Termination or Intent to Move Out (Par. 4)**  
 A minimum of \_\_\_\_\_ days' written notice of termination or intent to move out is required upon the end of the lease term or during the renewal period.

**D. Prohibited Rent** **G. Note that this amount does not include an amount which would be reflected in an Actual Arrearage.** **H. Required**

Rent for the remainder of the month.  
 20% of the month.

**I. Late Fee (Par. 3.2)** **Duty Late Fee**  
 \_\_\_\_\_ % of one month's monthly base rent for \_\_\_\_\_ day or more.  
 \_\_\_\_\_ % of one month's monthly base rent for \_\_\_\_\_ day or more.  
 Due if rent is not paid by 11:59 pm on the \_\_\_\_\_ day or greater day of the month.

**H. Returned Check or Rejected Payment Fee (Par. 3.6)** \$ \_\_\_\_\_ **J. Early Termination Fee Option (Par. 3.2)** \$ \_\_\_\_\_ **K. Violation Charges**  
 Notice of \_\_\_\_\_ days is required. **Arrearage Waiver (Par. 12.2)**  
 We are not eligible for early termination if you are in arrears. **Arrearage Waiver (Par. 12.2)**  
 We will waive the late fee and interest on the amount due if you pay the amount due within \_\_\_\_\_ days of the date of the notice.  
 A daily charge of \$ \_\_\_\_\_ per arrearage and a late fee of \$ \_\_\_\_\_ per arrearage will be assessed if you do not pay the amount due within \_\_\_\_\_ days of the date of the notice.  
 Insurance Violation (Master Lease Addendum or other separate addendum) \_\_\_\_\_

**I. Renting Charge (Par. 7.1)**  
 A monthly charge of \_\_\_\_\_ per month for each month that the Lease term may be changed in certain default situations.

**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.  
 Annual rent \$ \_\_\_\_\_ Cable/satellite \$ \_\_\_\_\_ Internet \$ \_\_\_\_\_  
 Package service \$ \_\_\_\_\_ Phone control \$ \_\_\_\_\_ Stormwater/charge \$ \_\_\_\_\_  
 Trash service \$ \_\_\_\_\_ Waste/recycling \$ \_\_\_\_\_  
 Other \$ \_\_\_\_\_  
 Other \$ \_\_\_\_\_  
 Other \$ \_\_\_\_\_

**M. Utilities and Other Variable Charges.** You will pay separately for gas, water, wastewater, electric, 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 \$100 to be paid within 15 days of written notice) (Par. 3.5)

**N. Other Charges and Requirements.** You will pay separately for these items or comply with these requirements as outlined in a Master Lease Addendum, separate addendum or Special Provisions. **Initial Access Device** \$ \_\_\_\_\_ **Required Insurance Liability Limit (per occurrence)** \$ \_\_\_\_\_  
 Additional or Replacement Access Device \$ \_\_\_\_\_

**Special Provisions.** See Par. 12 or additional addenda attached. This Lease cannot be changed orally in writing and signed by you and us.

Apartment Lease Contract 6010, Texas Apartment Association, Inc. Page 1 of 8

# The “Lease”

- **Paragraph 1 – Definitions**

- **1.6 – “Rent”** is monthly base rent plus additional monthly recurring fixed charges.
- **1.7 – “Lease”** includes this document, any addenda and attachments, Community Policies and Special Provisions.

- **Signature Block**

- Simplifies statement that the Lease includes all addenda and that resident agrees that they are not relying on oral representations
- Adds space for two additional resident signatures



## 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.*

### Lease Details Box C: Monthly Base Rent

**C. Monthly Base Rent (Par. 3)**

\$ \_\_\_\_\_

### Lease Details Box L: Monthly Recurring Fixed Charges

**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	\$ _____	Internet	\$ _____
Package service	\$ _____	Pest control	\$ _____	Stormwater/drainage	\$ _____
Trash service	\$ _____	Washer/Dryer	\$ _____		

# Lease Provisions Relating to Default

## Paragraph 23: Applies if Resident Defaults

- 23.1 Acts of Default
- 23.2 Eviction
- 23.3 Acceleration
- 23.4 Holdover
- 23.5 Other Remedies

**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.

**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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## 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 certain prohibited conduct, including 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;

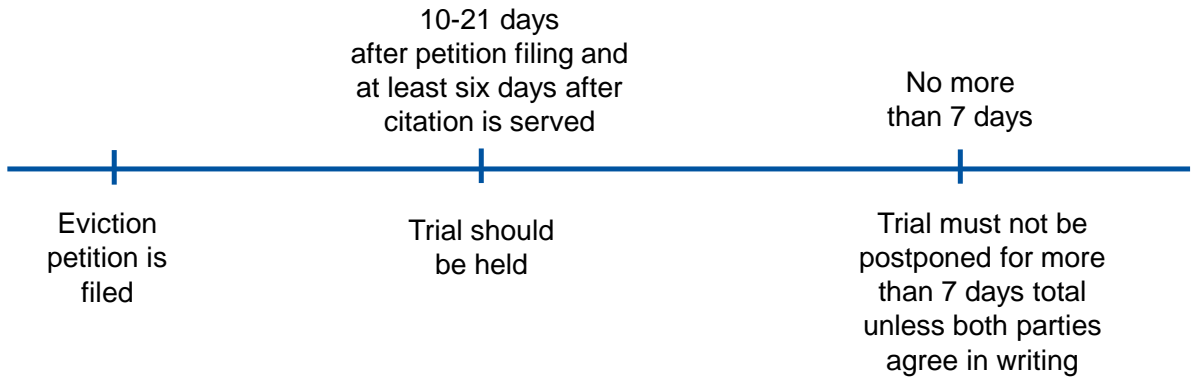


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# Eviction Timeline

As required by the Texas Rules of Civil Procedure 510.7



The timing of the service of the citation on the resident by the constable is not defined by statute.



## The State of Evictions

Key responsibilities and roles

Property Code and Texas Rules of Civil Procedure exclusively govern eviction proceedings

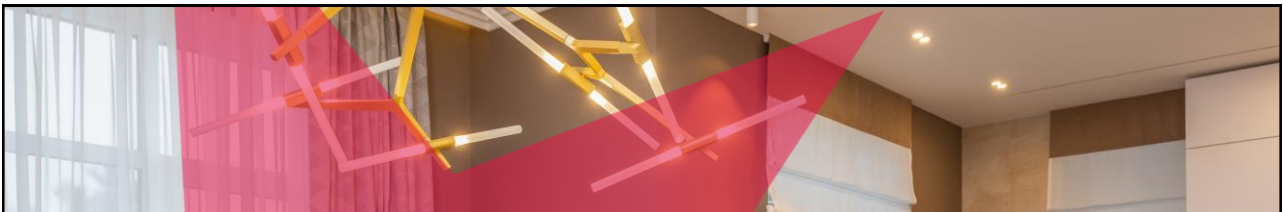
The New Normal

# Questions?

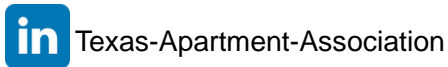
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## Thank you for attending!



[www.taa.org](http://www.taa.org)



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