

Renter's Rights After a Disaster



Use this Guide if:

- + You are a renter
- + You were recently displaced due to a natural disaster
- + Your landlord has not made repairs caused by a disaster event

Renter's Rights

Recovering from a disaster can feel overwhelming. It can be especially challenging for renters who may not know their rights, what they can expect from their landlord, or if they will be forced to leave their home. This guide will help you understand your rights, how to move forward, and what resources are available to help you recover.

If you are renting a house or apartment that has been damaged by a disaster, you first need to determine if the damage is minimal, or if the unit is "unlivable". The livability of your rental unit will impact your rights. State law treats rental units that have been partially damaged differently than those that have been completely damaged or "totally unusable for residential purposes".

The information below will help you determine which applies to you.

STORM



2

CALL YOUR INSURANCE AGENT & FEMA

Since your landlord is not responsible for any loss or damage to your personal belongings, many renters have rental insurance. If you have renter's insurance, call your insurance company to begin a claim. They may ask you to send your damage documentation or they may send out an insurance adjuster. Standard renter's insurance may not cover flood damage. Renters can purchase flood damage protection through the National Flood Insurance Program (NFIP). If you have property protection through the NFIP, you still need to call your insurance agency to begin your claim.

If the disaster event is a declared disaster you may be eligible for FEMA individual assistance. FEMA may be able to provide temporary housing, and cover your moving and storage expenses related to the disaster. If you misuse FEMA funds, you may have to pay FEMA back. Renters can apply for help replacing damaged personal property (such as clothing, household items, furnishings, appliances, tools, and computers). If you lose your job due to the disaster you can apply for FEMA unemployment assistance.

1

DETERMINE DAMAGE

See graphic on p.5

3

DOCUMENT DAMAGE

Take pictures and/or videos of all the damage to your personal items and your rental house or apartment. Itemize all of your personal property that was damaged in the disaster. Make a list of all the needed repairs.

4

TALK TO YOUR LANDLORD

After a disaster you should call your landlord to see if you can negotiate something that works for both of you. If you end up canceling your lease you must give your landlord written notice. You should also ask, in writing, for a refund of your security deposit and any prepaid rent. You must give your new address to your landlord in writing to receive

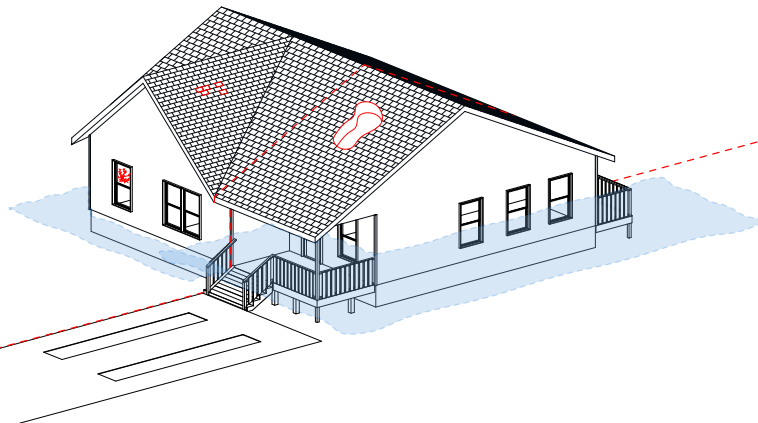
any refund. If you stay in your home, but it needs repairs, you should send your landlord an itemized list of all damage in writing. Keep a copy of any communication with your landlord. If you cannot work out a deal with your landlord on repairs, then you have the right to file a lawsuit and seek a court order reducing your rent.

COMPLETE DAMAGE

Send a written request to terminate lease. Your landlord should return your deposit in 30 Days. If your landlord does not refund your security deposit or prepaid rent, contact a local Legal Aid for help.

IF PARTIAL DAMAGE

Write an itemized list of damage. Make an effort to make repairs in a "reasonable time", or 7 days. If your lease is expired your landlord can force you to move by giving you a 30 day notice.

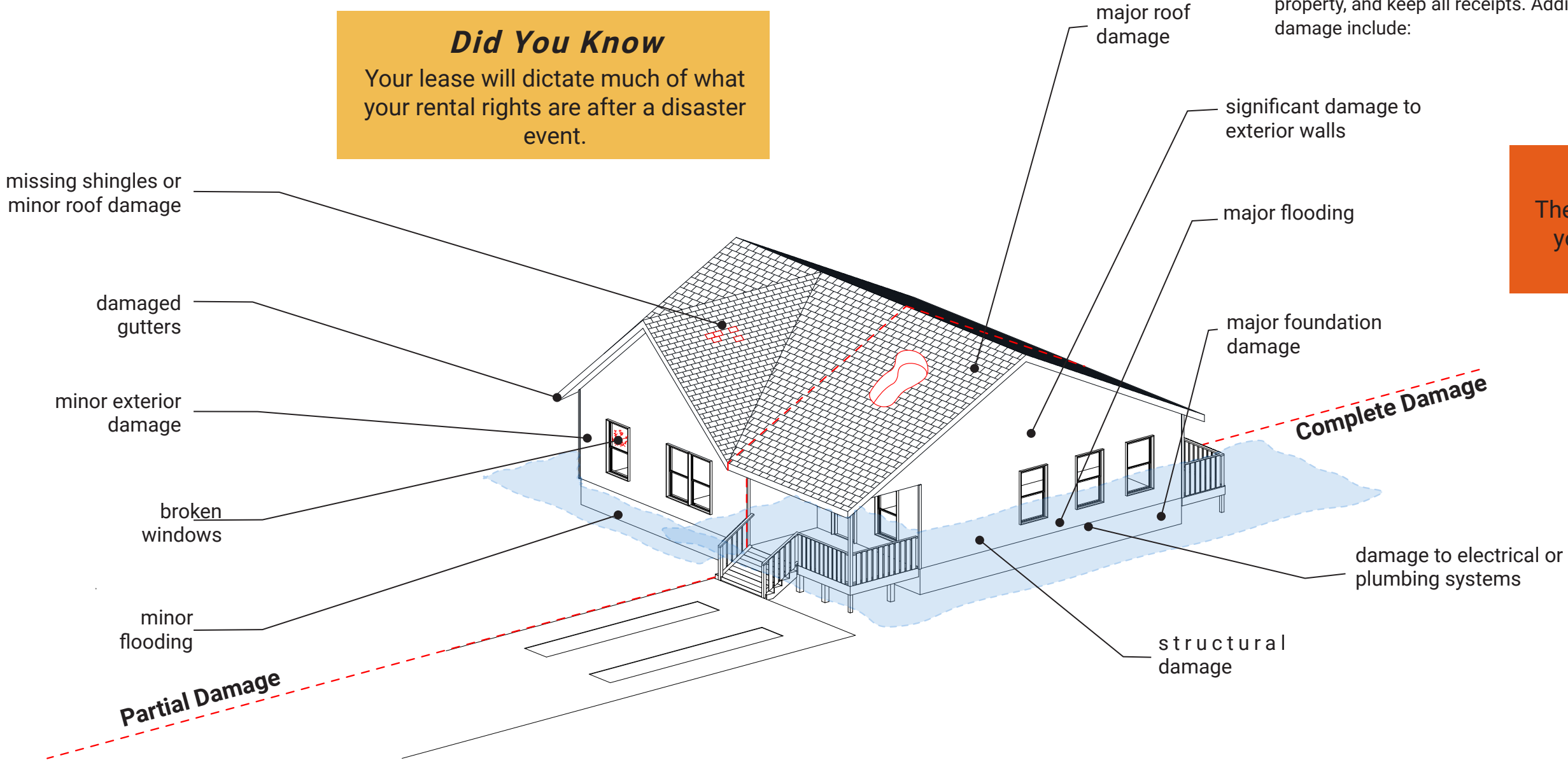


Partial Damage

Partial damage, or minor damage, would include minor exterior damage, roof damage, minor flooding, or other types of damage that leave your rental unit livable, and clear of any potential health hazards due to the disaster event.

Your landlord should be able to address partial damage after the disaster event. This could include address water damage, treating mold, fixing windows, fixing any leaks in the roof or cracks in the walls, and repairs to exterior damage. While inconvenient, partial damage should not affect your ability to live in your home.

Did You Know
Your lease will dictate much of what your rental rights are after a disaster event.



Did You Know
The Texas Property Code will dictate your rights after a disaster event. (Section 92)

Complete Damage

Complete damage is described by the Texas Property Code as "unusable for residential purposes". Unfortunately, the property code does not clearly define complete damage, or how to distinguish it from partial damage. Because of this, you may have to be your own advocate when discussing the damage with your landlord.

Examples of complete damage include major flooding, structural damage, damage to the electrical or plumbing systems, or any type of damage that would make the unit unsafe to live in. Your landlord may not agree that the unit is completely damaged, and if that is the case, it may have to be resolved in court. It is important that you document all damage! Take photos, itemize damage and lost property, and keep all receipts. Additional examples of complete damage include:

Partial Damage



Getting out of my lease

- + You **cannot terminate your lease** after a disaster unless your lease says you can.
- + If you cannot live in any part of your home due to damage, your unit may be completely damaged and you have the **right to cancel your lease**.

Getting my monthly rent lowered



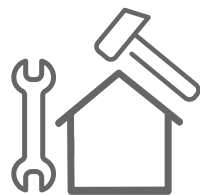
- + Your landlord **does not have to lower your rent** because of damage caused by a disaster.
- + **Do not lower your own rent**, unless your lease gives you that right. If you withhold your rent, or do not pay the total amount, your landlord has the right to begin eviction proceedings.
- + **Talk to your landlord** and work out a deal. If you cannot, then you have the right to file a lawsuit and seek a court order **reducing your rent**.
- + If your rent is subsidized by the government, you are entitled to have your part of the rent reduced. You should **contact the agency** that helps you with your rent to get a reduction.

You do not have to move



- + If you can live in your home and have a lease, your landlord cannot make you move out immediately. A landlord can give you a notice telling you to get out by a certain date and then file a lawsuit after that date. You cannot be **evicted without reason**.
- + If your lease has expired, your landlord may be able to force you to move by giving you a **30-day notice**.
- + **If your landlord locks you out** and refuses to give you a key, contact your local justice of the peace. The justice of the peace may order your landlord to immediately unlock your door by **signing a "writ of re-entry"**.

Living through repairs



- + You can still **live in your home during repairs**, or until your lease is over. Your landlord can only make you move if your home is unsafe to live in.
- + **Review your lease** to see if it covers what will happen in the event of major repairs. Your landlord can **move you temporarily** while making extensive repairs, but must move you back if your lease is not over.

Complete Damage



You can terminate your lease

- + Before you stop paying rent, you must **give your landlord written notice** that you are canceling your lease because your unit is no longer livable due to damage caused by a disaster.
- + If you need help writing your notice of termination letter, you can contact your local Legal Aid, Texas **Legal Aid**, or another legal support organization for help. Make sure you send your letter by certified mail, return receipt requested, registered mail, or delivered in person to provide a record of them receiving the letter.

You are entitled to your deposit and prorated rent



- + Once your lease is terminated you are entitled to a prorated **refund of rent from the day** you move out.
- + You are also entitled to the return of your security deposit, **minus legal deductions** for normal wear and tear.
- + Make sure your landlord has your **forwarding address**.

Your landlord can offer you an undamaged unit to move into



- + **If your landlord has** an undamaged unit that they own, they can make it available **for you to move into**.
- + If you choose **to move into another unit** your landlord owns, the terms of your current lease will apply. They cannot make you sign a new lease.
- + Your landlord cannot make you move into another one of their units.

What Are My Options?

If my landlord is not making the needed repairs...

- + Go to the justice court to obtain a repair order. Justices of the peace have authority to order landlords to repair or address conditions that affect the physical health or safety of a tenant. However, the cost of the repair cannot exceed \$10,000.
- + To request repairs, it is recommended that you send your landlord a dated letter outlining all of the needed repairs. Make sure you send it by certified mail, return receipt requested, registered mail, or delivered in person to provide a record of them receiving the letter. Keep a copy of the letter for yourself. Be sure that your rent is current when the notice is received. If your rent is not fully paid your landlord can argue against making the repairs.
- + If the landlord has not made an effort to repair the problems within a reasonable time, or 7 days, after receiving the letter sent by certified mail, return receipt requested, or by registered mail, you may be entitled to terminate the lease, repair the problem and deduct the cost from your rent, or get a court to order that the repairs be made.
- + Before you take any action you should consult with an attorney. Legal help may be available to you through your local Legal Aid, a University Law clinic, or your local Tenant Union or Texas Tenants' Union.

If I have been served an eviction lawsuit...

- + Carefully read the papers and be sure to show up in court to tell your side of the story.
- + You have the right to represent yourself. You also can call Lone Star Legal Aid for information or to represent you if you qualify. In some types of eviction cases you can take a friend to help.
- + You have the right to appeal even if you lose in Justice of the Peace Court.

If my landlord is not returning my deposit...

- + By law your landlord cannot refuse to return your deposit without a valid reason.
- + Your landlord must return your deposit, minus any deductions for damages, within 30 days. If your landlord makes any deduction from your deposit, they must give you a list of all the deductions with a description of the damages.
- + You must give your landlord a forwarding address in order to receive your returned security deposit.

If my landlord has offered me an undamaged unit in one of their properties...

- + If your landlord offers you an undamaged unit in the same property or in another property you can move if you would like.
- + Your landlord cannot force you to move.
- + The term of your original lease will continue to apply even if you move, your landlord cannot make you sign a new lease.



A contractor makes repairs to a home flooded by severe storms.

Landlords are required to make repairs within a reasonable time frame.

Additional Help...

Do you need more help or information on Renter's Rights in Texas?

- + Read the Tenants' Rights Handbook at TexasLawHelp.org
- + Call the Texas Bar Association free hotline (800) 504-7030 (available in English, Spanish, and Vietnamese)
- + Visit Texas State Law Library Legal Self-Help at sll.texas.gov or call 1-844-829-2843

Do you need help with an issue with your landlord?

- + Reach out to your local Tenant Union or the Texas Tenants' Union

Do you need more information on individual disaster assistance?

- + Visit DisasterAssistance.gov or call FEMA at 800-621-FEMA (3362)



Photo Credit: Public Domain

Aerial of flood damage caused by Hurricane Harvey.

Reference:

1. Renter's Rights, Disaster Recovery, Lone Star Legal Aid
2. Renter's Right, Attorney General of Texas
3. FEMA Disaster Assistance
4. Texas Tenants' Union
5. TexasLawHelp.org

About This Project:

buildingcommunityWORKSHOP has developed four disaster recovery guides to help support those recovering from a disaster event. The content in this guide was developed with the support of Lone Star Legal Aid.

This Hurricane Harvey recovery project was funded in part by a grant from the American Red Cross.



A FEMA inspector reviews damage from Hurricane Harvey.

Renters can apply for FEMA assistance to help with moving and replacing damaged property.



02

Red Cross Disaster Recovery Guides

- 01 Avoiding Contractor Fraud
- 02 Renter's Rights After a Disaster
- 03 Flood Insurance Guide
- 04 Clearing Title After a Disaster