

LOCKING OUT A TENANT FOR

FAILURE TO PAY RENT

If I am late paying my rent can my landlord change the locks to my residence?

Yes, but the landlord must follow certain rules. The landlord must leave a note on your front door with the address of where you can go 24 hours a day to get a new key or a telephone number that is answered 24 hours a day that you can call to have a new key delivered within 2 hours of your call.

The note must also tell you that the landlord is required to give you a new key at any hour even if you do not pay any of the late rent. It should also tell you the amount of rent and other charges you owe.

Does the landlord have to warn me before the landlord locks me out for being late on my rent?

Yes, the landlord has to give you a written warning. The landlord can mail the warning five days before changing the locks. Or the landlord can hand deliver it to you or post it on the inside of your front door three days before changing the locks.

The warning must tell you the earliest day the landlord may change the locks, how much you owe and where you can go to pay the late rent.

What if I pay the late rent and then call the landlord to get a new key and then I have to leave before the landlord gets there?

If the landlord comes to your residence with a new key and you are not there, the landlord must leave a note on your front door telling you when the landlord came and the address of where you can get a new key during the landlord's normal office hours.

TAKING PERSONAL PROPERTY TO PAY RENT

If I am late paying my rent, can my landlord come into my residence and take my property to pay the late rent?

Generally, no. However, there is an exception. The landlord can take your property if your written lease says the landlord can. But the landlord must follow the steps listed in your written lease. Also, that section in the lease *must* be underlined or printed in **bold** print to be enforceable.

Is there anything the landlord cannot take?

Yes there are several specific things the landlord cannot take.

The landlord cannot take:

- clothes
- tools and books of trade or profession
- school books
- a family library
- family portraits and pictures
- 1 couch, 2 living room chairs and a dining table and chairs
- beds, blankets, sheets and pillows
- kitchen furniture and utensils
- food
- medicine and medical supplies
- 1 car and 1 truck
- agricultural tools

- children's toys not commonly used by adults
- items that the landlord (or the person acting for the landlord) knows are owned by a person other than the tenant or an occupant of the residence
- items that the landlord (or the person acting for the landlord) knows are used as security for a loan.

Are there any steps the landlord must follow when the landlord takes my property?

Immediately after taking your property, the landlord must leave a note in a conspicuous place in your residence that the landlord came into your residence and a list of all the items the landlord took.

The note must also state how much rent you owe and the name, address and telephone number of the person you may call about the property the landlord took and the late rent. The note must also tell you that the property will be returned to you quickly when you pay the late rent and any other fees allowed in your lease.

Can the landlord sell my property?

Yes, but only if your lease allows it. Even if your lease allows it, then the landlord still must follow certain rules. The landlord must give you thirty days written warning before the landlord sells your property. The warning must tell you:

- the date, time and place of the sale
- the amount you owe
- the name, address and telephone number of the person you can call about the sale, and
- that you have the right to get back your property any time before the property is sold by paying all of the late rent.

In addition, you must pay all reasonable packing, moving, storage and sale costs if required in the lease.

What happens to the money the landlord gets for selling my property?

The money first goes to pay the late rent (and if allowed in the lease, the money then goes to pay moving, storage and sale costs). Any extra money must be sent to you at your last known address within thirty days of the sale.

If you give the landlord a letter asking the landlord to tell you how much money was received for each item, the landlord must give you that list within thirty days after the landlord receives your letter.

COMMON QUESTIONS

Can the landlord take off the door to my residence and not put it back?

Generally, no. The one exception is if the landlord removes the door for a repair or replacement. A landlord cannot remove a door, window, or attic hatchway cover, or a lock, latch, hinge, hinge pin, doorknob or other locks connected to a door, window or attic hatchway cover from the apartment or house *unless* the landlord removes the item for a genuine replacement. The repair or replacement must be performed promptly.

If I rent a furnished residence, can the landlord take out furniture or fixtures or appliances?

Generally, no. The one exception is if he or she is doing genuine repair

(Continued inside)

MORE INFORMATION

You may contact the following agencies for more information or if you need help:

Better Business Bureau
1612 Summit Avenue
Fort Worth, Texas 76102
817-332-7585

Legal Line: Attorneys answer legal questions
Staffed by volunteer attorneys during specific times of the month.
817-335-1239

West Texas Legal Services
600 East Weatherford Street
Fort Worth, Texas 76102
817-336-3943

Union Gospel Mission
Homeless Legal Clinic
1331 East Lancaster Avenue
Fort Worth, Texas 76102
817-332-3019
Third Saturday each month 9:30 a.m. to 11:30 a.m.

Apartment Association of Tarrant County
Consumer Inquiries and Complaints
Resident Help Line
817-284-1123

For Fort Worth Housing Authority Property Only
Department of Housing and Urban Development
Texas State Office of Public Housing
Tenant Complaints and Landlord Concerns
Programs Information
1600 Throckmorton Street
Fort Worth, Texas 76102
817-978-5900

Community Relations Department
Renter's rights hotline
817-392-7525

Report unresolved health
and safety violations to:
City of Fort Worth
Code Compliance Department
(817) 392-1234
715 Texas Street, Fort Worth, Texas 76102



RENTAL HANDBOOK

This information is provided by:
The City of Fort Worth
Code Compliance Department
Created 1997
Last Revision 2002

IMPORTANT PHONE NUMBERS

Code Compliance Department
(817) 392-1234

Multifamily Inspection Program
(817) 392-2525

Your Rental Management Office

Your Emergency Maintenance

GENERAL GUIDELINES

- Always read your lease before you sign it. If you do not understand something, ask questions.
- Signing a lease means that you have read, understood and agreed to it.
- Keep a copy of your lease with your other important papers.
- If you have additional questions you can seek information from the agencies listed at the end of this document.

UTILITIES

If I pay my gas, electricity and water bills to the gas, electric and water company, can the landlord have them turned off?

Generally, no. The only exception is if your landlord is doing repairs or there is an emergency.

If my landlord provides my gas, electricity, water and wastewater collection can my landlord turn them off?

Generally, no. There are three exceptions. First, if the landlord is doing repairs. Second, if it is an emergency. Third, if you are late paying rent and electricity is included in your rent. In the third case, the landlord is about to turn off the electricity (but not the other utilities). If the landlord is about to turn off your electricity, the landlord must (1) wait until you are at least seven days late paying your rent and (2) give you a written warning telling you the exact day the landlord will turn it off and where you can pay the late rent. That written warning must be given to you at least five days before the landlord can turn the electricity off.

A landlord can only have your electricity turned off during the landlord's normal business hours. Your electricity cannot be turned off on a day when the landlord or manager is not available to accept rent and turn on the electricity, or on a day before a day in which the landlord or manager will not be available.

or replacement. The repair or replacement must be promptly performed.

When must a landlord replace or repair something he or she supplies?

A landlord must make an effort to repair or replace a condition caused by normal wear and tear in a residence if:

- You describe the condition to your landlord. Your description must be in writing if the lease is in writing and requires that the description be in writing; and
- you are not late paying rent when the description is written; and
- the condition materially affects an ordinary tenant's physical health or safety.

How long does a landlord have to repair or replace a condition in the residence caused by normal wear and tear?

A "reasonable time". That means the time a reasonable person would take to do the repair or replacement. The landlord must provide a written explanation for his or her delay on or before the fifth day after receiving a tenant's letter asking for an explanation. If the landlord doesn't respond, and if a trial occurs, the landlord has the burden of proving the landlord made a diligent effort to repair and that a reasonable time for repair did not elapse.

If you believe that someone entered your residence illegally or your possessions were illegally removed, contact the Police Department and request an investigation.

EVICTIION

What is an eviction or an eviction lawsuit?

A landlord goes to court to have a tenant removed from the residence.

Why would I be evicted?

You could be evicted for reasons that are listed in Texas law or reasons that are listed in your lease.

Under Texas Law

You can only be evicted for being convicted (and exhausting all appeals) of certain crimes:

- using the apartment or house for prostitution or;
- using the apartment or house to display or distribute obscene material or;
- using the apartment or house for the sale, distribution, or display of harmful material to minors or;
- using the apartment or house for possession or promotion of child pornography.

A written lease may provide a tenant may be evicted even if the tenant is not convicted of the offense or has not exhausted all appeals.

Under Your Lease

All leases are different, but most state the grounds for eviction. Some samples are:

- failure to pay rent; or
- breaking any criminal law; or
- violating the rules or policies of the apartment or residential community; or
- violating the pet policy; or
- letting people live in your apartment or residence who are not

listed in the lease agreement; or

- moving out early; or
- having illegal drugs or paraphernalia in your apartment or residence; or
- disturbing the rights and convenience of your neighbors or guests; or
- incorrect or false information on your lease application.

How would I be warned that I may be evicted?

The landlord must give you a "Notice to Vacate" or "Notice of Proposed Eviction".

What is a "Notice to Vacate" or "Notice of Proposed Eviction"?

A "Notice to Vacate" is a letter from the landlord telling the tenant that he or she has broken the lease and he or she must leave or the landlord will file an eviction lawsuit to make the tenant leave.

A "Notice of Proposed Eviction" is a letter telling the tenant that he or she may be evicted. It gives the tenant a chance to talk with the landlord to see if they can work it out before he or she is evicted.

How would I receive a "Notice to Vacate"?

It can be:

- mailed to you; or
- given to you by the landlord or management; or
- given to any person living in the residence who is 16 years or older; or
- posted on the inside of your front door.

How much time do I have before the landlord files an eviction lawsuit?

It depends on what your lease says. Most leases say that the landlord only has to give you 24 hours warning to leave the apartment before filing an eviction lawsuit, but it could be a shorter or longer time.

If your lease does not say a specific time, state law says that the landlord must give you at least three days written warning before the landlord can file an eviction lawsuit in court. The time starts when you receive the "Notice to Vacate."

What happens if I do not leave in the time allowed in the "Notice to Vacate"?

If you do not leave the apartment or house in the time allowed in the "Notice to Vacate," the landlord can file an eviction lawsuit to get you out.

What are the eviction steps that must be taken?

The landlord files his or her case in a Justice of the Peace Court. Fort Worth cases are handled in a Tarrant County Justice of the Peace Court. An officer from the Tarrant County Constable's Office serves the tenant with the eviction lawsuit papers. If the Tarrant County constable cannot find the tenant, the constable can put a copy of the papers on the outside of the residence's door.

A Tarrant County Justice of the Peace hears the case. The tenant can represent himself or herself in court or hire an attorney.

What is a judgment?

A judgment is the decision of who wins, made by the Justice of the Peace (or other Judge) in a particular case. If the tenant wins, the tenant

gets to stay in the residence and the lease continues. If the landlord wins, the judge will issue a judgment saying the landlord gets possession of the apartment or house. The judge issues a writ of possession so the tenant can be evicted.

What is a writ of possession?

A writ of possession is an order by the judge commanding a Tarrant County officer to evict the tenant and return possession of the residence to the landlord.

How would I know that I was being evicted?

The court *may* mail a copy of the judgment to you. The Tarrant County constable *may* post a warning on the outside of the front door of the residence, but the officer does not have to do this. If the warning is posted, it would inform you that you must leave by a certain time and to remove all of your property.

What happens if I do not leave by the deadline set by the Judge?

If you have not left by the set time, the Tarrant County officer can physically remove you.

What happens if I do not remove my property?

If you do not remove your property two things can happen:

First, the property can be placed outside the apartment or house at a nearby location, but not blocking the street or sidewalk. It cannot be put outside while it is raining, sleeting or snowing.

Second, the Tarrant County officer can hire a bonded or insured warehouseman to take all the property and store it at a warehouse.

How would I know if my property was stored in a warehouse and not stolen?

If the Tarrant County officer removes the property and stores it in a warehouse, the officer will give you a letter telling the location of the property or warehouse where you can get your property back. If you are not present when the property is being removed, the officer must mail the letter to you at your last known address within 72 hours of removing the property.

How do I get my property back?

You can get your property back *at no charge* if you demand your property while the warehouseman is taking the property from your residence *and before* the warehouseman leaves.

Within 30 days from the date of storage you can get any of your property on demand *by paying reasonable moving and storage charges for the items* you want back.

After 30 days from the date of storage and before the sale, you can get your property on demand if you *pay all moving and storage charges*.

If you wait too long you may not get your property back. After 30 days from the date of storage, the warehouseman can sell the property to pay off moving and storage charges.

What court do I go to about an eviction lawsuit?

Eviction lawsuits are heard in the Tarrant County Justice of the Peace Court precinct, *in which the rental property is located*. Each Tarrant County precinct has jurisdiction over a specific geographical area of Tarrant County. The Justice of the Peace is responsible for hearing an

eviction lawsuit and does not offer legal advice. Each of the eight Justice of the Peace Courts are as follows:

Justice of the Peace
Precinct No. 1
Tarrant County Courthouse
100 East Weatherford Street
Fort Worth, Texas 76102

Justice of the Peace
Precinct No. 2
Southeast Sub-Courthouse
724 East Border Street
Arlington, Texas 76010

Justice of the Peace
Precinct No. 3
Northeast Courthouse Complex
645 Grapevine Highway
Hurst, Texas 76054

Justice of the Peace
Precinct No. 4
Northwest Sub-Courthouse
6713 Telephone Road
Lake Worth, Texas 76135

Justice of the Peace
Precinct No. 5
Fort Worth Police Dept. and
Tarrant County Jail Building
350 West Belknap Street
Fort Worth, Texas 76102

Justice of the Peace
Precinct No. 6
Southwest Sub-Courthouse
6551 Granbury Rd.
Fort Worth, Texas 76133

Justice of the Peace
Precinct No. 7
P. O. Box 692
780 West Debbie Lane
Mansfield, Texas 76063

Justice of the Peace
Precinct No. 8
Poly Sub-Courthouse
3210 Miller Avenue
Fort Worth, Texas 76119

NOTICES

Notices that require delivery by the Tarrant County Constable's Office are served by officers in the Tarrant County precinct *in which the rental property is located*. The addresses for the Tarrant County Constable's offices are at the same locations as the Justice of the Peace Courts.

The Tarrant County Constable's Office telephone numbers are as follows:

Tarrant County Constable
Precinct No. 1
817-884-1385

Tarrant County Constable
Precinct No. 2
817-548-3910

Tarrant County Constable
Precinct No. 3
817-581-3610

Tarrant County Constable
Precinct No. 4
817-238-4410

Tarrant County Constable
Precinct No. 5
817-884-1892

Tarrant County Constable
Precinct No. 6
817-370-4510

Tarrant County Constable
Precinct No. 7
817-473-5110

Tarrant County Constable
Precinct No. 8
817-531-5610