

TENANCY TERMINATIONS FOR NON-PAYMENT OF RENT

Termination Notice: (Typically referred to as Pay Rent or Quit notices):

- Give you a few days to pay up
- Move before the landlord can file for eviction
- **If you do neither within the time limit, the landlord may then file an eviction lawsuit against you.**

Notice to Vacate (Eviction Notice):

This notice, also known as a “Demand for Possession”, must be in writing. It also **MUST STATE:**

- The number of days the tenant has to vacate; and
- Indicate the tenant’s “right to occupancy is being terminated.”

KEEP IN MIND

*****If you receive an eviction notice,** since you will have to go to court in order to be officially evicted, you can legally stay in your housing until the court hearing. This may buy time to seek assistance or negotiate an alternative solution. Many landlords would rather find a solution than go through the hassle of an eviction process.

*****If the eviction is for nonpayment of rent,** the landlord is not obligated to accept delinquent rent.

*****You should attempt to pay the money due.** If the landlord accepts it, you must get a written receipt and try to get the landlord to sign an agreement to drop the eviction.

*****You should assume the landlord is going to continue with the eviction** until the court says the case has been dropped.

RENT INCREASES

Most renters face rent increases at some point in their life. Except in areas with rent control, there is little that tenants can do to prevent rent increases.

Remember to:

- **Always** check your lease to see if there is a provision that allows for the rent to be increased before the lease period ends. If not, your landlord cannot legally increase your rent until the end of the lease period.
- Get a rent increase notice in writing. For month-to-month rental agreements, landlords can raise the rent at any time as long as they give enough notice (30 days in most states).
- Landlords cannot increase your rent in retaliation for your requesting repairs or maintenance or other requests or complaints that are within your legal rights.
- Discrimination rules also apply to rent increases. Your landlord cannot increase the rent only for certain renters based on their race, religion, family size, etc.

If you'd like more information about Fair Housing laws or if you believe you are being discriminated against due to your race, color, national origin, religion, sex, disability (mental or physical), or familial status, you can call the Office of Fair Housing and Equal Opportunity at 1-800-669-9777.



City of Waco
Housing & Community Development
300 Austin Ave.
Waco, TX 76706

<http://www.waco-texas.com/housing.asp>

Things You Should Know

Your RIGHTS and RULES

RENT



Information Gathered from:

Austin Tenants' Council Website:
<http://www.housing-rights.org/brochures.html>

Rules to Rent By

Pay rent on time. Though it may be difficult for the landlord to evict a tenant for paying rent on the second day of the month, the best policy for a tenant is to be in the habit of paying rent by the date due.

If you can't pay:

Contact the landlord as soon as possible, and offer a partial payment and a plan to pay the rest (See *Negotiating a partial or delayed payment*).

Understand Late Fees.

The Texas Property Code, Section 92.019, says that a landlord can't charge a tenant a late fee for failing to pay rent unless:

- Notice of the fee is included in a written lease;
- The late fee is a reasonable estimate of damages to the landlord as a result of the late payment of rent; and
- The rent has remained unpaid one full day after the date the rent was originally due. This means that if the lease states that rent is due on the first, the landlord could not charge a late fee until the third.

Proof of Rent Payment(s):

Keep a file of all your rent receipts as documentation that your rent is always paid and current. If the landlord will not provide you with receipt(s) for rent payments, write the receipt(s) yourself and obtain the landlord's signature on those receipts for your records.

YOUR RIGHTS

Paying Rent:

Tenants should be clear about the terms of how the landlord will accept rent payments. Your lease or rental agreement should spell out the details on when rent is due, where and how to pay it.

A few questions to clarify:

- Can you mail the money?
- Should rent be hand-delivered?
- Can you drop your payment in the landlord's mailbox or on-site management drop slot?
- When does it have to be paid before late fees are added?
- Must I pay in cash, check, or money order?

OTHER TIPS

- Most leases and rental agreements call for rent to be paid monthly, in advance, on the first day of the month.
- Landlords are normally legally free to establish a different monthly payment date-or even to require that rent be paid weekly or bimonthly.
- Tenants often feel that the form of payment (cash, check or money order) should be up to them. Unfortunately, it's not your call. Landlords are legally free to insist on a particular form of payment.

What happens if you don't pay on time?

Usually, your landlord will:

- Send you a note or pay you a visit, demanding rent.
- Begin charging late fees if there is a late fee provision in your lease or rental agreement, and
- Send you a termination notice, telling you that if the rent is not paid within a certain number of days or if you haven't moved out by then, he'll begin eviction proceedings.

Negotiating a partial or delayed rent payment

- If you are unable to pay your rent, talk to your landlord as soon as possible. You will want to explain your situation, and that you need a few extra days, how and when you plan to pay the rent.
- Once you and your landlord have reached an agreement, make sure you have a written document stating exactly what you agreed on. Make sure it is signed by the landlord.
- Keep in mind that if the landlord accepts late rent before giving the tenant written notice to vacate for failing to pay rent on time, the landlord gives up the right to evict for late payment of rent.