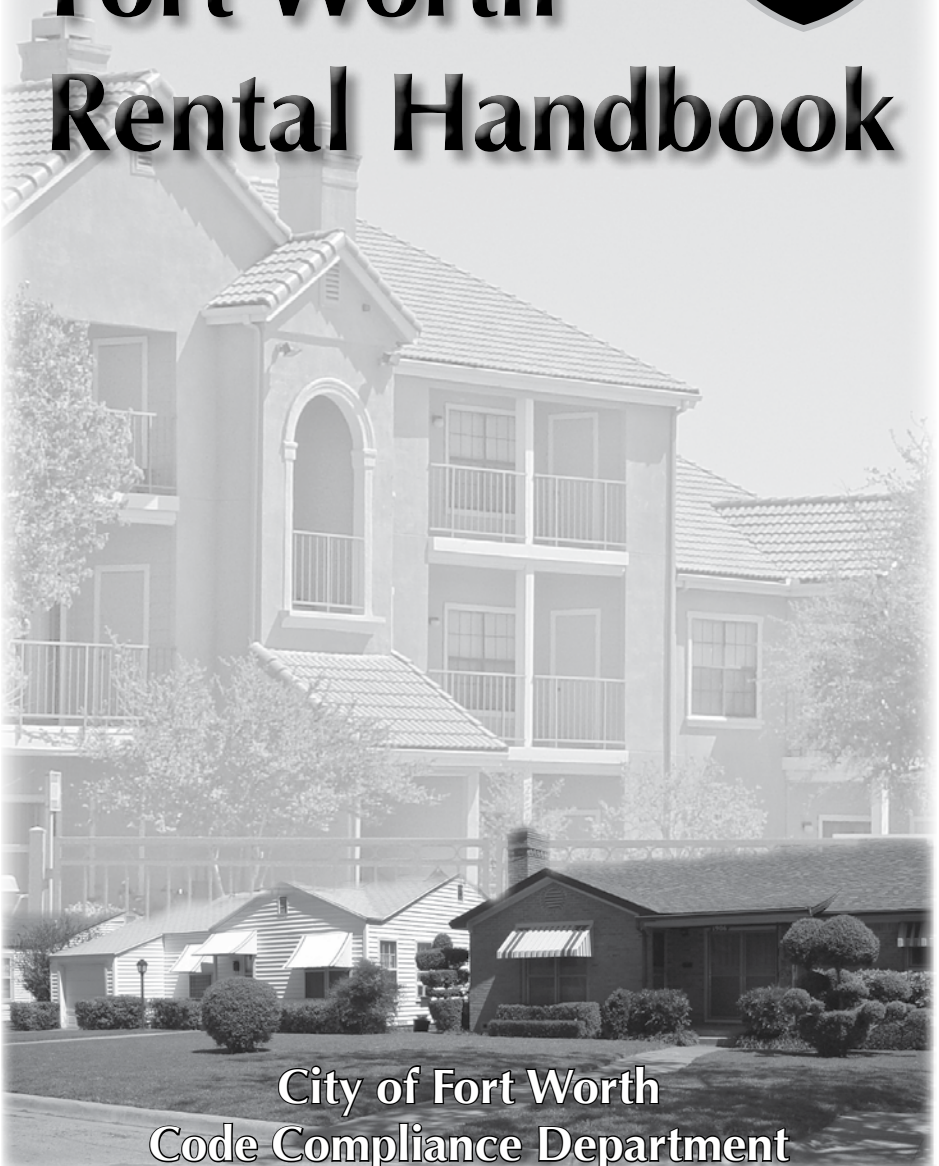




Fort Worth Rental Handbook



City of Fort Worth
Code Compliance Department

Safety in the home is everyone's responsibility
~ Compliance through cooperation ~

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General Guidelines

- Always read your lease before you sign it. If you do not understand something, ask questions.
- 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 utility compaines, can the landlord have them turned off?

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

If my landlord provides my gas, electricity, water and waste-water 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. If the landlord is about to turn off your electricity, they 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 their 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.

If I pay the late rent, how soon should my electricity be turned back on?

If you pay the late rent during the landlord's normal business hours, the landlord must turn the electricity back on within two hours.

Locking a Tenant Out For Failure To Pay Rent

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.

If I am late paying my rent can my landlord change the locks on 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 two 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.

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, like this**, 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
- One couch, two living room chairs and a dining table and chairs
- beds, blankets, sheets and pillows
- kitchen furniture and utensils
- food
- medicine and medical supplies
- One car and one 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; or
- 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 visible 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 30 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 30 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 the list within 30 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, fixtures or appliances?

Generally, no. The one exception is if he or she is doing genuine repair 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;
- 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," which 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.

Eviction

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;
- using the apartment or house to display or distribute obscene material;
- 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 state that 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.

- failure to pay rent;
- breaking any criminal law;
- violating the rules or policies of the apartment or residential community;
- violating the pet policy;
- letting people live in your apartment or residence who are not listed in the lease agreement;
- moving out early;
- having illegal drugs or paraphernalia in your apartment or residence;
- disturbing the rights of 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 provide 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. The Justice of the Peace will reach a judgment either in favor of the landlord or in favor of the tenant.

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 of 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 stating 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, the warehouseman can sell the property to pay off 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 property is located. Each Tarrant County Precinct has jurisdiction over a specific area of Tarrant County. The Justice of the Peace is responsible for hearing an eviction lawsuit and does not offer legal advice. The eight Justice of the Peace courts are as follows:

Justice of the Peace Precinct No. 1
Tarrant County Courthouse
100 E. Weatherford St.
Fort Worth, Texas 76102
817-884-1395

Justice of the Peace Precinct No. 2
Southeast Sub-Courthouse
724 E. Border St.
Arlington, Texas 76010
817-548-3925

Justice of the Peace Precinct No. 3
Northeast Courthouse Complex
645 Grapevine Hwy.
Hurst, Texas 76054
817-581-3625

Justice of the Peace Precinct No. 4
Northwest Sub-Courthouse
6713 Telephone Road
Fort Worth, Texas 76135
817-238-4428

Justice of the Peace Precinct No. 5
Fort Worth Police Administration Bldg.
350 W. Belknap St.
Fort Worth, Texas 76102
817-884-1438

Justice of the Peace Precinct No. 6
Southwest Sub-Courthouse
6551 Granbury Road
Fort Worth, Texas 76133
817-370-4525

Justice of the Peace Precinct No. 7
Mansfield Sub-Courthouse
1100 E. Broad St., Suite 202
Mansfield, Texas 76063
817-473-8101

Justice of the Peace Precinct No. 8
Charles Griffin Sub-Courthouse
3210 Miller Ave.
Fort Worth, Texas 76119
817-531-5625

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 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

Have Your Rights Been Violated?

Possible cases of discrimination based on your race, color, national origin, religion, sex, familial status, sexual orientation or handicap include, but are not limited to:

- refusing to rent an apartment to you
- saying that the apartments are unavailable, when there is availability
- showing you apartments in a certain section of the complex
- refusing to make certain modifications or accommodations for persons with a mental or physical disability
- advertising to preferred groups of people only
- cutting off utilities, such as gas, water and electricity
- refusing to let you view the actual apartment you are leasing
- harassing or intimidating you when you question about your fair housing rights
- denying the waiver of deposit fees for a service animal

Helpful Numbers

If you feel your rights may have been violated or have questions about your rights as a renter you may contact the following agencies for assistance:

City of Fort Worth
Community Relations
1000 Throckmorton St.
Fort Worth, Texas 76102
817-392-7525

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

West Texas Legal Services
600 E. Weatherford St.
Fort Worth, Texas 76102
817-336-3943

Legal Line
817-335-1239
Staffed by volunteer attorneys
during specific times of the month

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
Tenant Complaints and Landlord Concerns
Programs Information — Burnett Plaza
810 Cherry St., 26th floor
Fort Worth, Texas 76102
817-978-5700

City Code Violations

To report unresolved health and safety code violations, call the Fort Worth Code Compliance Department at 817-392-1234

Administration
715 Texas St.
Fort Worth, TX 76102
817-392-6323

Code Compliance Neighborhood Code Districts

Northeast NCD 5
3700 E. Belknap St.
Fort Worth, TX 76111
817-831-8611

East NCD 6
2525 E. Rosedale Ave.
Fort Worth, TX 76105
817-392-2350

Central NCD 2
2205 W. Broadway St.
Fort Worth, TX 76102
817-392-5385

South NCD 8
4100 Columbus Trail
Fort Worth, TX 76133
817-392-5158

West NCD 7, 10
3525 Marquita Drive
Fort Worth, TX 76116
817-392-5025

Northwest NCD 1, 3, 9
3457 Decatur Ave.
Fort Worth, TX 76106
817-740-2030

North NCD 4
7451 N. Beach Street Suite 176
Fort Worth, TX 76137
817-392-5520

To report rental property violations:

2129 W. Broadway St.
Fort Worth TX 76102
817-392-2525

For questions regarding Building Standards Commission and substandard buildings:

Building Standards Division
2129 W. Broadway St.
Fort Worth, TX 76102
817-392-7300



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