

Tenant **Frequently Asked Questions**

How much grace period must I be given before my rent is considered late, and what are the late charges? (If TPM prepared the lease)

Your TAR lease states that rent is due, and payable, on the first of each month, and is late and delinquent if not paid by the third. Late charges are **5%** of the monthly rent, and **\$25.00** per day thereafter.

I have always paid rent on time. Why did I receive a 3-day notice?

The rent is due on the first of the month. If the rent is not posted in our office by the date stated on your lease, we serve a 3-day notice.

Can I pay the rent in cash?

No. Based on the TAR lease agreement, we do not accept cash.

I would like to know exactly when, how much, and how often a rental increase can be given. Also, is there a Ceiling on the amount of any given increase? If so, what is the highest amount?

Under the terms of the TAR lease, no rental increases can be given until the initial lease term has expired. After the lease has expired, an increase of any amount can be assessed (the State of Texas does not have rent control). We are reasonable with our increases, if market conditions support such an action. The possible increase may be at the Owners request and, they make all final decisions!

How do I request maintenance for a repair?

According to the TAR lease agreement: repair requests are required to be put in writing. The best way to report a problem and request maintenance is to make the request online via your Tenant portal. Calling to confirm Township Property Management (TPM) receipt, of your written request is also advisable. The request can be emailed, or mailed to (Township Property Management POB 9674 The Woodlands Tx. 77387). The Landlord or the property manager is not obligated to complete a repair on a day other than a business day, unless required to do so by the Property Code.

Do you have an emergency repair line?

Yes, we do. The emergency number is **(832-594-0545)**. Please note the (TAR) definition of an emergency. It is something related to the condition of the property that materially affects the physical health or safety of an ordinary tenant. Ordinarily, a repair to the heating and air

conditioning system is not an emergency. Do not use the emergency number to report non-emergency repairs.

What is considered an emergency?

Examples of maintenance emergencies: the main sewer line is backed up; a pipe broke and water is leaking into the home; there was a break-in and you have an unsecured entrance to the home. After hours calls, (before 9 am and after 6pm) can result in additional service fees.

Can I be charged for maintenance at the property?

Yes, if the resident damage or neglect causes the maintenance, you will be charged for it.

Can I stop paying rent until a repair is made?

Only if the Landlord fails to repair a condition that materially affects the physical health or safety of an ordinary tenant, as required by this lease or the Property Code, tenants may be entitled to exercise remedies under the Texas Property Code. Do not exercise these remedies without consulting an attorney. Failure to strictly follow the procedures in the applicable sections of the Property Code will cause tenants to be in default of the lease agreement, and tenants can be evicted for wrongfully withholding rent.

What if I have a problem that I can not seem to get resolved?

First, contact a representative of Township Property Management to get your problem resolved. If you are unable to get your problem resolved please email me your request at (rcarranza45@gmail.com), and I will look into the situation.

We understand that from time to time tenants have financial difficulties, health problems, or other emergencies. Although we sympathize with the situation, we are legally bound to follow the lease agreement and we cannot grant an exception.

Can the management, or management representatives, such as repair and or maintenance people enter my home when I am not at home?

Yes, there are a number of reasons why property managers or maintenance staff may need to enter your home. It would be very inconvenient for you, if you always had to be home and available when these circumstances arose. According to TAR lease: The landlord or anyone authorized by the Landlord, will attempt to first contact the tenant. He may enter the property at reasonable times without notice to make repairs or to show the property to prospective tenants or buyers, inspectors, fire marshals, lenders, appraisers, or insurance agents. If the management company gave you notice and they were unable to enter due to tenant locks engaged, you will be charged for a trip charge \$75.00.

Additionally, the landlord or anyone authorized by the landlord, may peacefully enter the property at reasonable times without first attempting to contact the tenant, and without notice to:

- (1) Survey or review the property's condition and take photographs to document the condition.
- (2) Make emergency repairs

- (3) Exercise a contractual or statutory lien
- (4) Leave written notices
- (5) Seize nonexempt property if the tenant is in default

Do I need to get renters insurance?

Yes, it is strongly recommended that you purchase renters insurance to cover any of your personal property, and any personal liability loss, in case of accidents. If the property has a **pool** there are additional insurance requirements that must be met.

How do I obtain mailbox keys?

Each property is different. Usually you will provide mail box keys however you may need to visit the U.S. Post Office nearest to the property to obtain keys. Be sure to bring a copy of your lease with you.

What if I lose my keys or I am locked out of the property?

We normally have a duplicate set of keys available in the office. We will only release keys during normal business hours to persons listed on the lease, and identification is required. If we have to bring a key out to you, there will be a **\$50** trip charge. If you lock yourself out after hours you will need to contact a locksmith at your expense. The property must remain on our key system.

Whose responsibility is it to take care of the lawn?

Unless otherwise stated in your lease it is your responsibility to take care of the lawn, which includes watering it on a regular basis as well as weeding and clipping shrubs. If you let the grass die, you will be responsible to re-sod the yard.

Can I install extra telephone lines?

Generally, yes. However, you must also obtain written permission from the property manager to do so. All costs of installing extra phone lines are the responsibility of the resident. Please note any and all improvements of the property remain with the property at the completion of the lease agreement.

How long can my guests stay?

According to your lease, your guests can stay for **21** days or as stated in your lease. If you wish to have a guest stay for longer than **21** days, you must have approval from Township Property Management. The number of days indicated in Paragraph 12(e) of the (TAR) residential lease, is the point when a visitor is now considered a tenant, and will be subject to all tenant application/requirements.

Can I get a roommate later on?

You may be able to have a roommate, but first they have to be approved through Township Property Management. We must know who is occupying the property. The roommate must fill

out our rental application, pay a **\$45.00** background check fee, and qualify per the tenant criteria.

What happens if my roommate moves out before the end of the lease?

If your roommate moves out, a written notice needs to be submitted to the property manager. Please note that tenants are jointly and singularly liable to ensure that the rent is paid. You must have written permission from Township Property Management to substitute a roommate. (It is not the responsibility TPM. to arbitrate or mediate problems with multiple tenant situations)

What happens to the disposition of a roommate's security deposit after move-out?

Security deposits are collected as "security" for the property. Reimbursements to departing roommates are handled by the remaining tenants. No portion of the security deposit will be refunded individually.

Can I get a pet after move-in?

Not usually. For more information, please refer to your rental agreement or contact your property manager.

Can I get an additional pet?

Generally you are not allowed a pet or an additional pet after you move in. For more information, please refer to your rental agreement or contact your property manager.

Can I paint the walls another color?

Requests to paint the walls a different color must be in writing and requires the Owners consent. You will also need to let us know which wall or rooms will be painted. The request may be granted and the painted areas may need to be restored to the original color. Unless you have approval from the office that you do not need to restore the paint to it original color.

What if I want a garage door opener and the property doesn't currently have one?

You may submit a written request to have the owner install a garage door opener. If the owner is not willing to pay for such, you may purchase a garage door opener, and our authorized contractors will install it, at your expense, if we have the Owners consent.

Can I change the locks?

No, you cannot change the locks yourself. Re-keying the property without our permission is a serious lease violation and against the law in Texas. Texas Law specifically forbids the tenants from locking out the landlord and the Courts and Judges are not sympathetic to tenants who lock out the landlord. All notices or requests by tenant for rekeying, changing, installing, repairing, or replacing security devises must be in writing. Installation of additional security devices or additional rekeying or replacement of security devices desired by the tenant will

be paid by the tenant in advance and must be installed only by contractors authorized by our office.

What if I need to get out of my lease?

We understand that there are extenuating circumstances, which may prevent a resident from fulfilling the term of their lease agreement. It is our primary responsibility to act in the best interest of the property owner at all times. If you find that you are not able to fulfill the term of your lease agreement, please contact our office to discuss the situation as soon as possible. We do not allow subletting under any circumstances without our consent. All applicants will be required to qualify according to our normal standards and there will be fee's associated with subletting. Contact the Management company for details

Can I still be held liable for my lease if I am being transferred by my job?

Yes. Unless you have a transfer clause in your lease, you can be liable for the remainder of the rent through the end of your lease or until the home is rented to another occupant.

Is there a military clause?

Yes. According to the TAR lease agreement: if the tenant is or becomes a service member or a dependent of a service member, the tenant may terminate this lease by delivering to the landlord a written notice of termination and a copy of an appropriate government document providing evidence of:

- (1) entrance into military service
- (2) military orders for a permanent change of station (PCS)
- (3) Military orders to deploy with a military unit for not less than 90 days.

Termination is effective on the 30th day after the first date on which the next rental payment is due after the date on which the notice is delivered. Section 92.017, Property Code governs the rights and obligations of the parties under this paragraph.

Does my lease automatically renew on a month-to-month basis when it is up?

Yes. If you do not answer our attempt at renewal of the lease, your lease automatically renews on a month-to-month basis at the higher rate posted in the renewal notice.

Do I have to give a written notice to vacate even if it is at the end of my lease?

Yes. The lease agreement stipulates a written notice of intent to vacate which must be in our office 30/60 days prior to the end of the lease term.

Do I have to give a written notice to vacate if I am on a month-to-month basis?

Yes. The lease agreement stipulates a written notice of intent to vacate which must be in our office 30 days prior to the date you intend to vacate the property.

What if I need a few extra days to move out when the lease is up?

Contact our office as early as possible so that we may adjust the date available for prospective tenants. Be prepared to pay prorated rent in advance for the extra days you plan to remain in the property. If we already have new tenants or the owner is scheduled to

move in, we may not be able to extend your lease. Then you will need to be out of the property on your original move out date.

If I renew my lease, does the rent go up automatically?

No, we do not automatically raise the rent. It may be necessary to raise the rent somewhat in accordance with the rental market and or the request of the property owner.

When do I get my security deposit back?

Deposits are refunded within 30 days after move out. We normally mail the deposit to the forwarding address on your written notification. We will do a walk through of the property to evaluate any deductions do to tenant negligence if any. We encourage your participation at this walk through.

Is my pet deposit refundable?

Yes, the Pet deposit is refundable as long as there's not any pet related damages. The pet fee is not refundable.

File: [Dropbox/realestate/townshippropertymanagement/townshipmanual/tenant faqs](#)