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Lease Information & Tenant/Management Issues

Living off campus begins many new relationships that you otherwise might not have. Among these new relationships is the one that will exist between you and your management or property owner. As with any relationship, it can take many directions. Some tenants have an excellent rapport with their management/property owners; others have not been so lucky.

The resources listed below are designed to assist you in upholding the expectations that are established for you as a tenant. By following the guidelines and suggestions that are highlighted, you can be sure to make the relationship that you have with your management a productive and professional one.

[Annotations to the Texas Apartment Association \(TAA\) Lease](#)

The paragraphs will clarify and explain some important sections in the Texas Apartment Association Lease Contract. The paragraph numbers correspond to sections in the TAA lease. There are 43 sections that are discussed. Subjects covered include parties, contract term, security deposit, keys, rent and charges, utilities, security rights, repair requests, and many other very important areas. The highlights that are provided here will help anyone who signs a TAA lease better understand the agreement.

[Average Security Deposit Deductions](#)

Any damages that occur to the property while you reside there will be deducted from the initial security deposit. Averages of these deductions are based on the lists provided by different apartment complexes and property managers in the Bryan/College Station area. Prices will vary from management to management. Use this only as a guide during your move-out process. Remember to use the Move-In/Move-Out Condition Inventory forms for assessing damages.

[Forms](#)

Helpful forms, sample letters, templates and printable documents that relate to off campus living.

[Getting Your Deposit Back](#)

If you have fulfilled all of the conditions for the return of your deposit, then your manager is required to refund your security deposit and/or to provide you with a written, itemized list of any deductions within 30 days after you vacate.

[Leaving Before Your Lease Term is Up \("Breaking Your Lease"\)](#)

If you find yourself needing to move out before the term of lease expires, you need to be well informed of the possible consequences of breaking your lease. A tenant should thoroughly investigate his or her options before terminating a lease before its closing date. This page describes many of the decision factors that come into play in these situations and describes three options that exist: negotiation, subleasing, and re-leasing.

[Move-In/Move-Out Condition Inventory](#)

This form or one provided by your management should be completed within 48 hours of move-in and upon move-out. Preferably, it should be completed while the apartment is still empty. After you have completed this form, each resident and the manager/leasing agent should sign it. A copy should be submitted to the manager/leasing agent and one should be retained by each resident for their records. This is to record the condition of your property when you move-in and when you move-out. It will assist you in retaining the amount of the security deposit that is due you.

[Moving Out](#)

Necessary things to remember as a tenant moves out are outlined here.

[Notice to Vacate](#)

At least 30 days before you plan to move out (some leases may require 60 or 90 days), notify your manager or property owner of your intentions, even if it is when your lease expires. This form may be provided by your management, and they also are available in our office. It is a good idea to get the owner's acknowledgement of this notification in writing for your own records.

[Subleasing](#)

A sublease is an agreement in which you rent your apartment to another person with the property owner's permission. Before you consider this alternative, be sure to ask your manager if subleasing is allowed. If subleasing is allowed, you become a sub-manager. You will still be held responsible for the apartment, including damages and rent. You are not entitled to receive your security deposit back until your lease term ends. Some property owners have agreement arrangements designed for such circumstances.

[The "How To's" of Repairs](#)

Read your lease and locate the clause concerning repairs and maintenance. The lease will state what responsibilities, if any, the owner will assume concerning repairs and maintenance. Not all leases require that the manager/property owner make ordinary repairs. This page outlines what steps are required by most TAA leases to get repairs made. Also, information on the channels to take when repairs are not made also is provided.

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Annotations to the Texas Apartment Association (TAA) Lease

The following paragraphs will clarify and explain some important sections in the TAA Apartment Lease Contract. The paragraph numbers correspond to sections in the TAA lease.

Understanding your lease: basic principles

If you make any agreements with your management not listed in the lease, put them in writing and ask the manager to sign the amendments.

Keep a copy of all documents and correspondence with your manager: lease contract, apartment inventory form, cancelled checks, agreements, repair requests, letters, etc.

- PARTIES** - Make sure this section is filled out completely. Include the names of ALL ROOMMATES. Your roommates will not be legally responsible for the unit if their names and signatures do not appear on the lease.
- OCCUPANTS** - If the space indicating the number of "consecutive days" guests may occupy the apartment is left blank, that space will be replaced with 2 days. If you plan on having out of town guests frequently, discuss your plans with your management and get an appropriate number of consecutive days placed in the blank. Also, if when you sign your lease you are aware of a friend or two who will be visiting frequently, you should list such persons under "occupant".
- CONTRACT TERM** - The lease will be automatically renewed on a month to month basis unless a written notice of termination is given by the manager or the resident at least 30 days before the end of the lease. You must supply this if manager does not. If your move out date falls in the middle of the month, the 30 days will begin (in some cases) at the beginning of the following month.

Note: Failure to provide a 30-day notice or moving out before the end of the lease carries serious legal consequences.

- SECURITY DEPOSIT** - Pay the security deposit with a check, cashier's check, or money order. Always get a receipt when you put your deposit down. Remember the move-in/move-out inventory form is intended to assist you in the return of your security deposit.
- KEYS** - Keys may not be duplicated. Additionally, your spouse or any resident or occupant who has permanently moved out according to a remaining resident is (at their option) no longer entitled to occupancy or keys (i.e. if a previous roommate returns to management requesting to enter the apartment for personal belongings).
- RENT & CHARGES** - You must pay on or before the first day of each month (due date) with no grace period unless otherwise specified. Cash is unacceptable without prior written permission. Management may require units with multiple residents to pay all the rent with one check, money order, or certified check. Delayed rent will accumulate late charges per day. Returned checks will be subjected to penalty charges. Residents who keep pets without the managers written consent will pay charges up to \$10 per day (charge for each day it is assumed the pet was occupying the unit). Repairs/Advance Payment: YOU MUST PAY for all repairs arising from misuse or damage by you or your family, occupants, or guests during your occupancy.
- UTILITIES** - Ask which utilities are included in the rent. If utilities are included, ask how the monthly payments are estimated. You may be paying your portion of the building's bill, or you may be billed for your individual unit directly by the utility company. Make sure the boxes are marked on your lease.
- INSURANCE** - Property owners urge you to protect your property from theft, fire, smoke, water damage, and the like, by purchasing insurance. The property owners are not responsible for the safety of your belongings.
- SECURITY DEVICES** - Your residence must have the following: a window latch on each window, a keyless dead bolt on each exterior door, a doorviewer on each exterior door, and a pin lock, door handle latch, or security bar on each sliding glass door. If you "request" any additional items YOU WILL PAY for the items and their installation. If you want the door locks rekeyed have your manager put it in writing in the lease.
- SPECIAL PROVISIONS** - Use these lines to write promises and special agreements you have made with your manager (i.e. new carpet, cleaning, painting, repairs, etc.). If you were shown a model apartment, add a statement specifying that the apartment assigned to you must be in equivalent condition. Sign your initials in the margin, and ask your manager to do the same. These agreements now become legal parts of the lease. If your manager has ANYTHING written in the special provisions read EVERYTHING written before you agree to sign. In short, items written in the special provisions supersedes anything in the contract.
- RELETTING CHARGE** - If you move out prior to the end of your lease, you may be charged a reletting fee. The reletting fee is charged to cover the cost, efforts and expenses incurred in locating a resident. The reletting charge is due whether or not re-letting attempts have been successful. NOTE: If your unit does not get relet, you are still responsible for the rent until the end of your contract term (see #3). The reletting fee should not exceed 85% of the highest monthly rent.

12. **REIMBURSEMENT** - Carefully read the underlined sentences in this section. The resident will reimburse the owner for losses or damages caused in the apartment or apartment community by the negligence of the resident or his/her guests.
13. **CONTRACTUAL LIEN AND ABANDONMENT** - The manager has the right to seize residents property to ensure payment of delinquent rent or if the apartment has been abandoned prior to the end of the lease. Personal property such as stereos, VCR's, televisions, etc. can be seized by the manager. The property owners are not responsible for any damages, losses or theft. This lien may be in conjunction with the acceleration of the rent if the resident is trying to vacate.
14. **FAILING TO PAY FIRST MONTH'S RENT** - If you fail to pay the first month's rent, all future rent will be accelerated (all your rent for the entire lease term). Your lease may be terminated and you may be charged re-letting fees, damages, attorney's fees, court costs, and other charges as deemed appropriate.
15. **RENT INCREASES AND LEASE CONTRACT CHANGES** - Read this section carefully. If management gives you 35 day written notice before the end of your lease, then a new modified lease will begin on the date specified in the notice (without necessity of your signature) unless you give 30 days written move-out notice.
16. **DELAY OF OCCUPANCY** - The property owners are not responsible for delays due to construction, repairs, cleaning or a previous resident's hold over. Carefully read the two reasons you may terminate the lease based on delay of occupancy and remember you may terminate up to the date the unit is ready for occupancy, but no later.
17. **DISCLOSURE RIGHTS** - Your management has the right to disclose your rental history (i.e. whether you have any tardy payment).
18. **COMMUNITY POLICIES OR RULES** - Ask your manager to give you a copy of any other rules and regulations that apply specifically to the apartment complex in which you live.
19. **LIMITATIONS ON CONDUCT** - Note the listed items which the property owner can regulate such as the patio area. Also note, trash must be disposed of once each week.
20. **PROHIBITED CONDUCT** - Remember, the conduct listed as prohibited applies to any visitors of the residents.
21. **PARKING** - Vehicles are prohibited for the listed 12 items such as a flat tire, expired inspection sticker and the property manager may have such vehicles towed.
22. **RELEASE OF RESIDENT** - Unless there is a clause in the Special Provisions (section 10) or you find cause in the military clause you will not be released from your lease.
23. **MILITARY CLAUSE** - Military permission for base housing does not constitute a permanent change-of-station order and therefore you can not be released from your lease. If you are a member of the armed forces of any country be aware of the two provisions allowing you to be released from your lease.
24. **RESIDENT SAFETY & PROPERTY LOSS** - Please read the security guidelines on page 6 of your lease. Additionally, you will provided a smoke detector. However, you will be responsible for any damage arising from your disconnecting or failure to replace batteries, or from not reporting malfunctions of your smoke detector. This clause removes your property manager/landlord's liability from most losses or damages not incurred by their negligence.
25. **CONDITIONS OF THE PREMISES AND ALTERATIONS** - If the apartment is not in the condition you expected it to be, DO NOT MOVE IN. Once you have moved into the apartment, be sure to fill out a move-in inventory form within 48 hours of taking possession of the apartment (a move-in inventory can be found in the Survival Manual). Additionally, you are only permitted a small number of nail holes for picture hanging in the sheetrock walls or grooves in wood paneling, unless the rules of your specific community states otherwise. Ask your manager to define "reasonable number." Also be sure to ask your manager permission before making any alterations to your apartment.
26. **REQUESTS, REPAIRS, AND MALFUNCTIONS** - If you need any type of repair, written notice must be given to your management (except in emergencies involving immediate danger to person or property).
27. **PETS - NO PETS ARE ALLOWED** (even temporarily). This includes all mammals, reptiles, birds, fish, rodents, and insects. Guide animals for disabled people may be permitted, however deposit may be required and a doctor's note confirming the need for such an animal. If a pet has been in an apartment any time during the term of your lease (with or without manager's consent) you will be charged for defleaing, deodorizing, and shampooing. Additionally, you may be charged a daily fine for the animals occupancy and the animal may be removed from the premises with as little as 24 hour notice.
28. **WHEN WE MAY ENTER** - The apartment manager or repair personnel may enter your apartment at reasonable hours for reasons listed. Entry may be during a time when residents are in the apartment or entering party may leave notice to residents about their entry.
29. **MULTIPLE RESIDENTS OR OCCUPANTS** - Request or notices given from any resident constitutes notice from all residents. All residents on the lease are equally liable to uphold the lease.
30. **REPLACEMENTS AND SUBLETTING** - Replacing a resident or subletting (2 different things) is allowed only when management consents in writing. The departing resident will no longer have a right to occupancy or to a security deposit refund, but will remain liable for the rest of the original lease

contract unless management agrees otherwise in writing

31. **DEFAULT BY OWNER**- Read carefully the responsibilities enumerated.
32. **DEFAULT BY RESIDENT** - Read the 7 cases that will cause you to default your lease. If you default the manager has the right to stop utilities which are paid as part of the rent or seize resident's property. The manager may also terminate the resident's right of occupancy on one day's written notice. This notice is the first step toward eviction. The obligation of an evicted tenant to pay rent ceases only if management rents the apartment to someone else.

Acceleration If the resident gives notice of intent to move out before the end of a lease, or begins moving belongings from the unit, then the rent may be accelerated. Acceleration means that all rents for the remainder of the lease period are due immediately.

Hold-Over If a resident "holds over" an apartment, failing to vacate by the required move-out date, the resident is required to pay rent for the holdover period, as well as any additional expenses and inconveniences incurred by the manager or the prospective new residents. Rent for the holdover period will be increased by 25% over the then existing rent, without notice. You will be liable for the rent of any resident who was unable to occupy due to the holdover. At the management's option, the lease contract may be extended one month from the date of notice of lease contract extension.
33. **MISCELLANEOUS**- Apartment representatives have no authority to waive, make promises, amend, make agreements that impose security duties etc. unless in writing. Carefully read the underlined paragraph. Remember the contract states "No oral promises have been made". Make sure all agreements are in writing.
34. **PAYMENTS** - After due date, the management does not have to accept late rent or other late payment.
35. **TAA MEMBERSHIP** - If the user of this lease is not a TAA (Texas Apartment Association) member this lease is void able at your option and is unenforceable by the manager/owner.
36. **SECURITY GUIDELINES** - This section provides extremely valuable tips ensuring your personal safety inside your apartment and outside your apartment, and protecting your car.
37. **MOVE-OUT NOTICE** - You must give apartments representative at least 30 days written notice. Move-out notice given on the first is sufficient for move out on the last day of the month. Oral notice is not sufficient and does not constitute notice.
38. **MOVE-OUT PROCEDURES** - The move-out date cannot be changed unless the date is put in writing by the management and the resident. Please carefully read the procedures for move-out. By law, security deposits cannot be applied toward rent.
39. **CLEANING** - Residents must clean the apartment in agreement with move-out cleaning instructions. Otherwise cost of cleaning will be deducted from the security deposit.
40. **MOVE-OUT INSPECTION** - Make an appointment with the manager and use the Move-out Inventory and Condition form, even if you did not complete it when you moved in. Have roommates or friends witness the inspection with you. Take photographs or videos of apartment if you believe that there may be unwarranted deductions from your security deposit.
41. **SECURITY DEPOSIT AND OTHER CHARGES** - You will be charged to hook up utilities for cleaning and repairs. Therefore, plan on having utilities (electricity) on for 3 to 4 days after you plan on moving out.
42. **DEPOSIT RETURN, SURRENDER AND ABANDONMENT** - The manager has 30 days to refund your deposit or send an itemization of deductions. Be sure to turn in the keys and leave a forwarding address.
43. **ORIGINALS AND ATTACHMENTS** - Make sure you get a copy of your lease and all attachments.

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Renters' Insurance

Should you as a RENTER have insurance?

Unless you are sure your property is covered on another individuals' (your parent's or spouse) home owners insurance -- MOST DEFINITELY YES!

Do not assume that the landlord's insurance covers your personal belongings, because more than likely it does not. Your landlord probably has insurance that covers the building only. The landlord's policy does not cover your liability to others (some one else's injury or damage for which you may be held responsible).

What Does Standard Renters' Insurance Cover?

Renters' insurance covers personal belongings for their actual cash value at the time of the loss. However, there is limited coverage for furs, jewelry, monies, fine arts and other specific valuables. These special items may be covered under a special addition to your renters policy or under a separate policy. The renters policy usually insures your household contents and personal belongings against losses from:

- fire and lightning
- falling objects
- vandalism
- riot/civil commotion
- windstorm
- explosion
- weight of snow, ice and sleet
- vehicles
- smoke
- theft
- aircraft
- volcanic eruption
- sudden and accidental tearing apart, cracking, burning or bulging of a steam or hot water system or of appliances for heating water.
- freezing of plumbing, heating and air conditioning systems and domestic appliances.
- accidental discharge, leaking or overflow of water or steam from within a plumbing, heating, air conditioning system or domestic appliances. ("Rising water" is not covered. Separate flood insurance must be purchased for this purpose.)
- sudden and accidental injury from artificially generated currents to electrical appliances, devices, fixtures, and wiring.

Additional Living Expenses

Your renters insurance will also pay for any increase in living expenses when your residence can not be occupied because of damage caused by events previously listed. For example the policy would help in paying for a hotel and food in restaurants while you are out of the apartment or unit that is being repaired.

Liability to Others

The liability coverage in a tenant's policy applies at home or elsewhere (except automobile) to injuries or damages caused by you, a member of your family, or even a pet. It includes coverage of legal fees in the event you are sued.

Determining Your Insurance Needs

Make a list of all your belongings, estimate the values of each, and take pictures of major items. Prepare an extra copy of this list to keep in a separate place (a close friend, relative, etc).

Shopping for Renters' Insurance

Once you have estimated the amount of insurance you need, you are ready to shop for an insurance policy. Find listings of insurance agencies by asking friends/relatives and by checking the yellow pages in the phone book. Your best bet may be to talk with the company you insure your car with.

Talk with several insurance companies to obtain the best value and one within your budget. Take a list and photographs of your belongings when talking to insurance representatives. Compare the deductibles and Total Content amount for each insurance company. In most cases the theft deductible will usually be higher. The reason is that students are more likely to be robbed because of the long periods of time their units are left unoccupied during break periods.

Be sure to ask questions on particular sections about which you are uncertain. An insurance policy is a legally binding contract which defines the duties and responsibilities of both the insurance company and the consumer. Thus, you want to have complete confidence and understanding in your renters insurance policy.

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MOVE-IN CONDITION INVENTORY

Resident(s) _____		Move-in Date _____		
Address _____ Apt# _____		Move-Out Date _____		
Manager/Owner _____		Keys Issued _____ Door _____ Mailbox _____		
	Good	Fair	Poor	Comments
Living Room				
Walls (paint, holes)				
Floor, Carpet				
Ceiling (lights, bulbs)				
Couch, Chairs				
Tables, Lamps				
Dining Room				
Walls (paint, holes)				
Floor, Carpet				
Ceiling (lights, bulbs)				
Table, Chairs				
Kitchen				
Walls (paint, holes)				
Floor				
Ceiling (lights, bulbs)				
Cabinet, Drawers				
Counter Top				
Stove, Oven				
Refrigerator				
Dishwasher				
Hall/Closets				
Walls (paint, holes)				
Floor, Carpet				
Ceiling (lights, bulbs)				
Doors				
Bedrooms				
Walls (paint, holes)				
Floor, Carpet				
Ceiling (lights, bulbs)				
Bed (mattress, frame)				
Dresser				
Lamps				
Tables, Chairs				
Baths				
Walls (paint, holes)				
Floor				
Ceiling (lights, bulbs)				
Sink, Faucets, Toilet				
Tub, Shower Head				
Towel Racks				
Medicine Cabinet				
Other				
Drapes				
Blinds				
Windows and Locks				
Doors and Locks				
Screens				
Outside Entrances				
Air Conditioner				
Water Heater				
Smoke Detector				

Resident(s) signature(s)

Resident(s) signature(s)

Date

Manager's signature

Date

Check if additional documentation is attached (i.e. pictures, video, lease additions, repair notices)



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Local Utility Information

ELECTRICITY

Most apartments require that you pay your own electricity bills/costs and make arrangements for starting the service. Make arrangements for connection in advance, as some utilities take several days to connect or install. You can prevent problems with your bills by simply reading your own meter to check the amount of electricity you consume. Each city provides a brochure explaining rates and billing procedures.



Bryan Utilities

205 E. 28th Street
(979) 821-5700

Electricity only: \$145.00
Water & electricity: \$160.00
Deposit may be waived with co-signer or good BTU credit history.

College Station Utilities

310 Krenek Tap Rd
(979) 764-3535

Connection fees: \$15.00 for Electric only or \$25.00 for Electric and Water
Deposit: \$105.00 for Electric only or \$135.00 for Electric and Water
No deposit with approved credit

PHONE

In most living situations, you are responsible for making your own telephone arrangements. Schedule connections in advance to ensure hook up on the desired date.

Verizon Customer Service Center

700 University Drive East, Suite 105
(800) 483-4400 or (979) 846-1271
Deposit varies

Suddenlink

4114 E. 29th Street
(979) 846-2229
Deposit varies

CABLE/TV

The Bryan/College Station area does not receive transmissions from all three television networks. In order to get network broadcasts cable service must be installed. The cable company you use may depend on where you live; some properties have prearranged agreements with cable companies.

Suddenlink: local cable company

4114 E. 29th St.
(979) 846-2229

Offering bundled services on Digital Cable, High Speed Internet, and Residential Telephone Service

Dish Network: digital satellite provider

Activation fee is \$50 and may require a 1 year commitment.
The Dish Network may require customers to purchase a receiver.
There are always specials - so ask for information when you call.

Local Providers:

C.B. Satellite (979) 567-DISH
Advanced Wireless (979) 693-8888
Sears
Radio Shack

GAS

Application must be made by phone or online. A deposit may be required if there is an outstanding balance or if you do not have a valid Texas Drivers License. Apply in advance for service since it will take several days from the application date for installation of service. You will need to be home when the gas is connected.

Atmos Energy

4200 Highway 6 South
(800) 460-3030
Connection Fee: \$35.00
No deposit with approved credit



INTERNET ACCESS

Dial Up

Texas A&M University Modem Bank (Dial-up)

The modem bank is a free way for students to connect to the TAMU resources from off campus.

Verizon Customer Service Center (Commercial Dial-up)

700 University Drive East, Suite 105
(800) 483-4400 or (979) 846-1271

[Modems Setup Page](#)

[Internet Connectivity at TAMU](#)

High-Speed

Suddenlink (Cable Modem)

4114 E. 29th St.
(979) 846-2229

Verizon Customer Service Center (Digital Subscriber Line: DSL)

700 University Drive East, Suite 105
(800) 483-4400 or (979) 846-1271

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The "How To's" of Repairs

Read your lease and locate the clause concerning repairs and maintenance. The lease will state what responsibilities, if any, the owner will assume concerning repairs and maintenance. Not all leases require that the manager/property owner make ordinary repairs.

Most leases containing repair clauses require that the following steps be taken to get repairs made.

1. **Give your manager/property owner a written notice (a work order filled out by the management is not sufficient) requesting that repairs be made.** Make a duplicate copy and have the manager/property owner sign both copies. Be sure to keep a copy for your files. If the manager or property owner refuses to sign the request for repairs, send the notice by certified mail, return receipt requested. The cost of a certified letter is about \$3.00 at any post office and includes a returned receipt showing that the manager/property owner received the notice. If you send the notice by certified mail, you are only required to send one notice.

[An Example of Repair Request Form \(PDF\)](#)



2. **Wait a reasonable time.** Reasonable time depends on the nature of the repair. A clogged toilet would necessitate repair quicker than a broken dishwasher knob. Repairs requested at peak move-in times will require more time than at other periods of the semester. Holidays should also be considered when defining "reasonable time." On the average, "reasonable time" can be interpreted as seven to ten days if regular maintenance personnel can do the work.
3. **Submit a second written notice if repairs have not been made within approximately five working days.** Again, have the manager/property owner sign both copies and keep a dated copy for you files. In the second written notice, indicate your intent to terminate the lease unless repairs are completed within one week's time (this time period may vary from lease to lease).
****** YOU CANNOT FORCE THE MANAGEMENT/PROPERTY OWNER TO MAKE REPAIRS. ******
4. **For all leases in Texas, state law imposes a duty on the manager/property owner that the apartment or house will be habitable.** This means that the manager/property owner must repair any condition that materially affects the safety or health of an ordinary resident. Examples of conditions might include sizeable roof or other water leaks, structural defects or serious electrical hazards that impose a danger to your health. The Texas Property Code assures apartment residents a very important right. The property owner has a duty to repair or remedy a condition in the apartment which materially affects the physical health or safety of an ordinary resident and the resident's remedies in the event a property owner fails to do so.
5. **Another repair alternative involves the "repair and deduct" clause.** This allows the resident to have the repairs done and subtract the cost from the rent owned. Since not all types of repairs may be made under this clause, this is best done with the assistance of either a staff member in Adult, Graduate & Off Campus Student Services or [Student Legal Services](#) in the [Student Conflict Resolution Services office](#). The law provides a procedure for requesting repairs and gives a resident specific rights in court against the manager/property owner if repairs are not made.
6. **If your lease does not require the manager/property owner to make repairs, you might attempt to negotiate terms for repairs.** This is often difficult after the lease is signed. If the management is not responsible for repairs, you cannot terminate your lease if repairs are not made.

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REQUEST FOR REPAIRS

To the Manager/Owner:

We are your tenants at the following rental property:

This is a demand, made in accordance with pertinent portions of our lease contract and/or the Texas Property Code, for you to make the following repairs within a reasonable time:

Our review of the circumstances surrounding this situation indicates that a reasonable time for the above repairs should not exceed 7 days. If you disagree with this time period, please notify us in writing of such fact, and of your reasons.

If the above repairs are not made within 7 days of your receipt of this demand for repairs, we will immediately terminate our lease contract by giving you a final written notice.

Tenant

Tenant

Tenant

Tenant

Date



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Moving Out

At some point you will need to move out of your rental property. Below are a few suggestions to make the process easier.

___ [Notify your Property Manager in Advance](#)

Check your lease for your defined move out notice period. Average times include 90, 60, and 30 day notices. In accordance with your lease move out notice period, notify your manager in writing of your intentions, even if it is past the notice period of at the end of your lease term.

- [What if I need to Move Out before the end of my Lease Term?](#)



[What if not all roommates are moving out before the end of the lease term?](#)

If you find yourself or one of your roommates needing to move out before the term of lease expires while another roommate remains, you may want to visit with an Adult, Graduate & Off Campus Student Services staff member to learn of the potential consequences and responsibilities. If the remaining roommates agree to release the exiting roommate without liability the roommates should document this agreement.



- [Getting Your Deposit Back](#)

Adult, Graduate & Off Campus Student Services has examples of a "[Notice of Intent to Vacate](#)" [letter and form](#) available for this purpose. You can also request these notices from your property manager, or you can draft the notice yourself. It is a good idea to get the owner's acknowledgment of this notification [in writing](#) for your own records.

___ [Arrange for Disconnection or Transfer of Your Utilities](#)

___ [Arrange for Transportation of personal items and furniture](#)

___ [Inspect the Property with Your Manager](#)

When you are ready to move out, make an appointment with your manager to jointly inspect the apartment and compare the condition of the unit with the [Move-In Inventory](#) report you completed at the beginning of your lease term. If you are unable to inspect the apartment with your manager, have several impartial witnesses note the apartment condition in case a discrepancy exists in the manager's deductions. If you feel there may be a discrepancy, you may want to take photographs or make a video tape to prove the apartment's condition.

___ [Change your Address](#)

Be sure to complete a change of address for the Post Office and for TAMU. You may change your address with the University at the Office of Records on on the [Student Information System](#).

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RESIDENT'S NOTICE OF INTENT TO VACATE:

All residents occupying apartment/ unit number _____ in _____ Apartments or the residential unit located at (address) _____ hereby give notice of intent to vacate the unit in agreement with the lease contract on or before the _____ day of _____, 20____. This written notice to vacate is delivered on the _____ day of _____, 20____ to the owner's representative at the place where rent is paid.

All residents acknowledge their security deposit refund shall be governed by the terms and conditions of their lease contract.

Signature of Resident or Residents

Forwarding Address, if Known

.....

OWNER'S ACKNOWLEDGMENT OF NOTICE TO VACATE

(To be returned to and retained by resident)

Receipt by owner on the _____ day of _____, year 20____, of resident's written notice of intent to vacate apartment/ unit number _____ in the _____ Apartments or the residential unit located at _____, on or before the _____ day of _____, year 20____, is hereby acknowledged.

Owner's representative agrees that the resident's/residents' security deposit refund shall be governed by the terms and conditions of their lease contract. If the resident fails to furnish a forwarding address in writing, then all security deposit refunds, notices and/or itemizations may be mailed to the resident at the apartment which resident is vacating. **This receipt should be retained by resident as verification that a written move-out notice was given.**

Owner's Representative or Manager:

Signature

MOVE-IN CONDITION INVENTORY

Resident(s) _____		Move-in Date _____		
Address _____ Apt# _____		Move-Out Date _____		
Manager/Owner _____		Keys Issued _____ Door _____ Mailbox _____		
	Good	Fair	Poor	Comments
Living Room				
Walls (paint, holes)				
Floor, Carpet				
Ceiling (lights, bulbs)				
Couch, Chairs				
Tables, Lamps				
Dining Room				
Walls (paint, holes)				
Floor, Carpet				
Ceiling (lights, bulbs)				
Table, Chairs				
Kitchen				
Walls (paint, holes)				
Floor				
Ceiling (lights, bulbs)				
Cabinet, Drawers				
Counter Top				
Stove, Oven				
Refrigerator				
Dishwasher				
Hall/Closets				
Walls (paint, holes)				
Floor, Carpet				
Ceiling (lights, bulbs)				
Doors				
Bedrooms				
Walls (paint, holes)				
Floor, Carpet				
Ceiling (lights, bulbs)				
Bed (mattress, frame)				
Dresser				
Lamps				
Tables, Chairs				
Baths				
Walls (paint, holes)				
Floor				
Ceiling (lights, bulbs)				
Sink, Faucets, Toilet				
Tub, Shower Head				
Towel Racks				
Medicine Cabinet				
Other				
Drapes				
Blinds				
Windows and Locks				
Doors and Locks				
Screens				
Outside Entrances				
Air Conditioner				
Water Heater				
Smoke Detector				

Resident(s) signature(s)

Resident(s) signature(s)

Date

Manager's signature

Date

Check if additional documentation is attached (i.e. pictures, video, lease additions, repair notices)



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Average Deposit Deductions

Averages are based on the lists provided by different apartment complexes and property managers in the Bryan/College Station area in the Spring of 2000. Prices will vary from management to management. Use this only as a guide during your move-out process. Remember to use the [Move-In/Move-Out Inventory](#) forms for assessing damages.

This information is also available in [PDF format](#) and found in the [Off Campus Survival Manual](#).



KITCHEN	\$\$\$
Sink Cleaning	3.00
Cabinet Cleaning	12.50
Wipe Dishwasher	5.00
Clean Inside Dishwasher	3.00
Clean Counter	40.00
Clean Stove (light)	25.00
Clean Stove (heavy)	40.00
Clean Refrigerator (light)	15.00
Clean Refrigerator (heavy)	30.00
Replace Drip Pans	5.00
Replace Stove or Refrigerator Parts	50.00
Replace Faucets	45.00
Replace Ice trays	2.00
Replace Broiler Pans	25.00
Clean Floors	15.00
Replace Garbage Disposal	46.00

BATHROOM	\$\$\$
Clean Floors	7.50
Clean Shower/Tub	15.00
Remove Decals	20.00
Replace Mirror	40.00
Commode Seat Replacement	20.00
Clean Entire Bathroom (light)	30.00
Clean Entire Bathroom (heavy)	75.00
Clean Toilet	10.00
Replace Showerhead	15.00
Replace Faucet, Basin and Tub	85.00
Replace Medicine Cabinet Doors	15.00
Commode Tank Lid Replacement	10.00
Cracked Commode	57.00
Towel Bars	15.00

MISCELLANEOUS	\$\$\$
Extermination/Deflea	100.00
Replace Interior Doors	100.00
Deadbolt Locks	15.00
Door Knobs	5.00
Mailbox	5.00
Light Bulbs	2.00
Wall Plugs, Plates	5.00
Outside Light Globe	5.00
Window Screen	20.00
Doorstep Broken or Missing	5.00
Failure to Return Keys	30.00
Missing Keys	10.00
Replace Exterior Doors	125.00
Replace Smoke Detectors	35.00
Draperly	30.00
Window Blinds	40.00

CARPET CLEANING	\$\$\$
1 Bedroom, 1 Bath	50.00
2 Bedroom, 1 Bath	70.00
2 Bedroom, 2 Bath	75.00
3 Bedroom, 1.5 Bath	90.00
3 Bedroom, 2 Bath	90.00

PAINTING	\$\$\$
Light Touch Up	20.00
Heavy Touch Up	25.00
Complete 1 Bedroom, 1 Bath	100.00
Complete 2 Bedroom, 1 Bath	155.00
Complete 2 Bedroom, 2 Bath	180.00
Complete 3 Bedroom, 1.5 Bath	205.00
Sheet Rock Repair	+25.00
Ceilings	10.00

Actual Cost Replacement Items:

Dishwasher, Tub, Vent Hood, Basin, Refrigerator, Sink, Disposal, Toilet

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Getting Your Deposit Back

If you have fulfilled all of the conditions for the return of your deposit, then your manager is required to refund your security deposit and/or to provide you with a written, itemized list of any deductions within 30 days after you vacate. If you do not receive such information within 30 days, contact your property owner to see if there was an oversight. You may also want to send a [Second Notice letter](#) to your property manager.

If you do not agree with the property owner's deductions, discuss the issue with him/her. If the discrepancy is still unresolved, you may want to contact Adult, Graduate & Off Campus Student Services for further options. The requirements for return of your deposit are outlined in your lease or in the Security Deposit Agreement.

The requirements are usually as follows:

1. Complete your [Move - In Inventory form](#) within 48 hours of moving into the apartment.
2. Occupy the unit for the entire lease term.
3. Give written [notice of intent to vacate](#) at least 30 days prior to the ending date of the lease. **Keep a copy** that has been signed by the manager.
4. Clean the apartment in accordance with the manager's move-out cleaning instructions.
5. Pay all rent according to the terms in the lease.
6. Give your manager your forwarding address in [writing](#). Within 30 days after you vacate the apartment, the manager is required by law to either refund the security deposit or furnish you with a written, itemized list of all the deductions.
7. Complete your [Move - In Inventory form](#) and walk through the empty, cleaned apartment with your manager.
8. Turn in all keys to the apartment and the mailbox.

When you receive your security deposit back, you should receive a detailed list of any deductions that were made!

The best way to get your money back starts when you move in.

- First, be responsible while you are a tenant. Damages, extreme wear and tear can cost you most, if not all, of your deposit.
- Second, document your move-in with great detail. Make sure your manager signs two copies of the move-in inventory. Keep one of those copies for your records!
- A final hint is to use photos or video for documentation.
- If you are subleasing your apartment, there are many other factors that determine the procedures for return of your security deposit.

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