

TENANT REMEDIES NOTICE

THIS AGREEMENT made and entered into between _____,
"Landlord" and _____,
_____, and _____, Tenant(s)".

Tenant(s) is renting from Landlord the Property located at:

LANDLORD'S DISCLOSURE:

In accordance with TX PROP § 92.056, a tenant has a right to remedies for conditions that pose a risk to tenant health and safety, or notices of repairs that are not addressed within a reasonable timeframe of seven (7) days.

Landlord is liable to the tenant under this statute if:

- (1) the tenant has given the landlord notice to repair or remedy a condition by giving that notice to the person to whom or to the place where the tenant's rent is normally paid;
- (2) the condition materially affects the physical health or safety of an ordinary tenant;
- (3) the tenant has given the landlord a subsequent written notice to repair or remedy the condition after a reasonable time to repair or remedy the condition following the notice given under Subdivision (1) or the tenant has given the notice under Subdivision (1) by sending that notice by certified mail, return receipt requested, by registered mail, or by another form of mail that allows tracking of delivery from the United States Postal Service or a private delivery service;
- (4) the landlord has had a reasonable time to repair or remedy the condition after the landlord received the tenant's notice under Subdivision (1) and, if applicable, the tenant's subsequent notice under Subdivision (3);
- (5) the landlord has not made a diligent effort to repair or remedy the condition after the landlord received the tenant's notice under Subdivision (1) and, if applicable, the tenant's notice under Subdivision (3); and
- (6) the tenant was not delinquent in the payment of rent at the time any notice required by this subsection was given.

Tenant may take the following actions:

1. **(1) terminate the lease;**

2. (2) have the condition repaired or remedied according to Section 92.0561 ;
3. (3) deduct from the tenant's rent, without necessity of judicial action, the cost of the repair or remedy according to Section 92.0561 ; and
4. (4) obtain judicial remedies according to Section 92.0563 .

If Tenant chooses to terminate the lease, they may be entitled to prorated rent and/or return of security deposit without additional conditions.

CERTIFICATION OF ACCURACY

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

 Landlord Date

 Tenant Date

 Tenant Date

 Tenant Date