

# Leasing:

## How is a Tenant Protected?



# Agenda

---

**Fair Housing**

**Support Animals**

**Evictions**

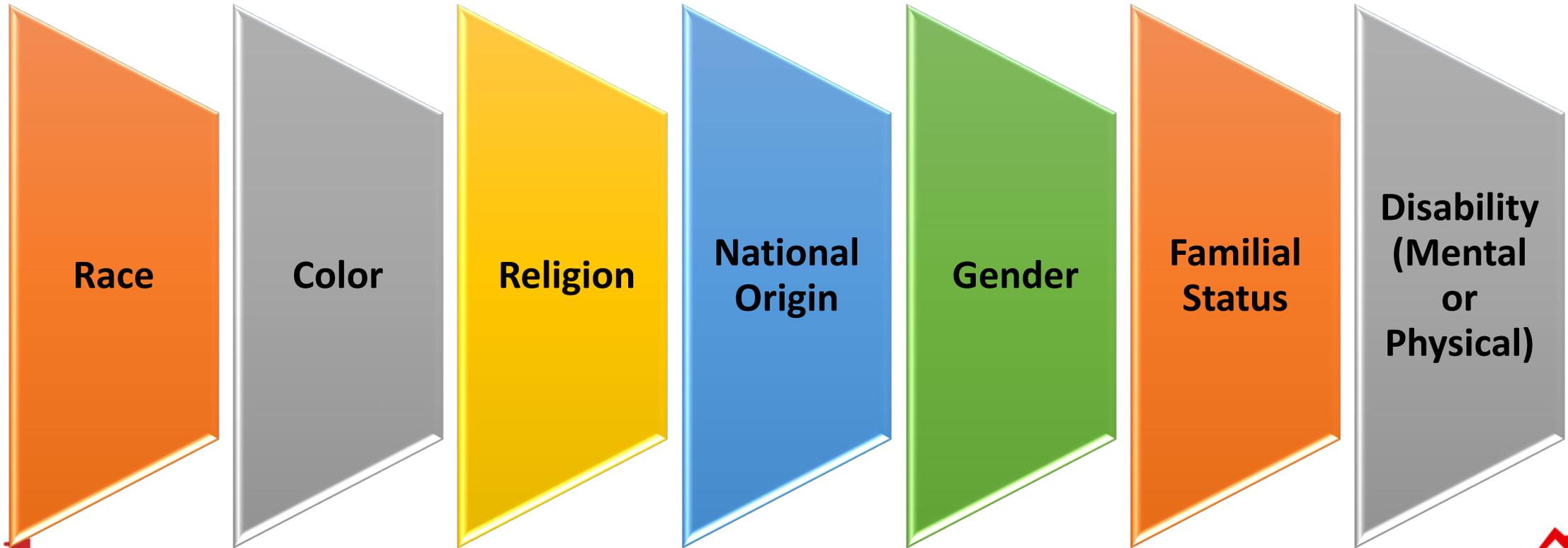
**Notice Requirements- When My  
Landlord Can Enter**

**Resources**



*The Fair Housing Act protects people from discrimination when they are renting or buying a home, getting a mortgage, seeking housing assistance, or engaging in other housing activities.*

**Fair Housing protects the following classes:**



# Does this **VIOLATE** Fair Housing?

## National Origin

Requiring additional documentation to rent?

Refusal to accept alternate forms of identification or proof of income?

## Familial Status

Higher Security Deposit for tenants with children?

Occupancy Restrictions, Steering?

## Disability

Do you have a disability? How severe is your disability?

Do you take medications?, May I see your medical records?,

## Gender

Discrimination based on sexual orientation and gender identity is now **PROHIBITED** in the cities of Dallas and Ft. Worth

# Reasonable Accommodations

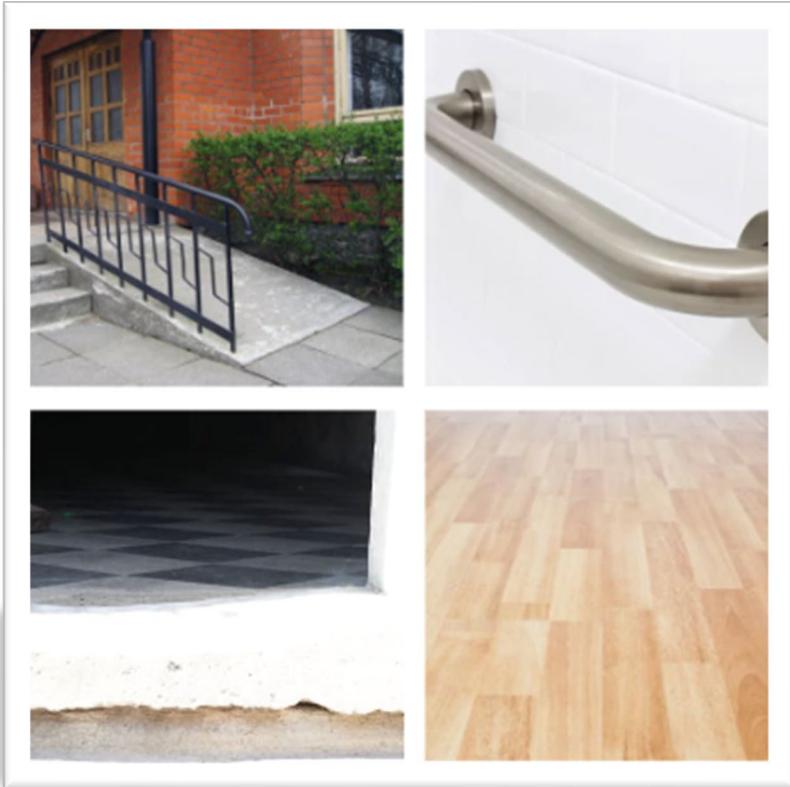
---



The ***Fair Housing Act*** makes it ***unlawful*** for any person to refuse “to make reasonable accommodations in rules, policies, practices, and services, when such accommodations may be necessary to afford person(s) with disabilities equal opportunity to use and enjoy a dwelling.

# Reasonable Modification

---



The Fair Housing Act **REQUIRES** that housing providers allow residents to make reasonable structural modifications to units and public/common areas in a dwelling when those modifications may be necessary for a person with a disability to have full access to a dwelling.

***\*\*Federally funded communities have set aside funds to absorb the cost of such modifications.***

# Support Animals

---

Landlords may ask for  
***PROOF OF NECESSITY***

Tenants **CANNOT** be  
required to pay any Pet  
fees, deposits, rent

Tenants **MUST** adhere to  
any Pet Policy in place  
at community



# Evictions

---

*Landlords have the right to file an eviction for:*

Rent has not been **paid IN FULL**  
by lease due date

Tenant is in **Breach of Lease Agreement** outside of any  
financial responsibility

**\*\*Landlord *MUST* provide a minimum of a 24-hour written  
Notice to Vacate to tenant**

# Eviction Delivery Methods

Landlords have **specific delivery methods that must be taken** to be permissible in court:



Posted on the inside of the unit  
in a highly visible location



Posted on the outside of door in  
sealed envelope with tenant's  
name and address, mailed the  
same day



Sent Certified Mail



Personally delivered to someone  
15 years or older in the  
household

# Court Process



# Eviction Defenses

---



**Incorrect notice**

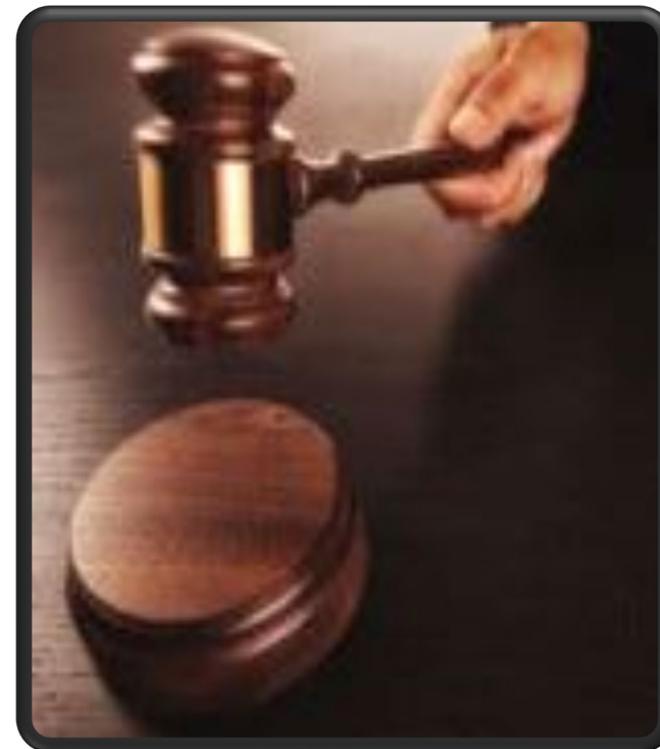
**Landlord failure to comply with notice requirements**

**Payment of rent and late fees in full**

# Eviction is Granted

---

1. Tenant can file an **appeal within 5 days of judgement**
2. Tenant must file a **Bond or Pauper's Affidavit**
3. Case is set to County Court and will be reheard
4. If appeal is not filed, and tenant has not vacated within 5 days of eviction being granted, Landlord may file **Writ of Possession**



# When Can the Landlord Enter?



*Your landlord can enter at anytime if one of the following has occurred*

- Landlord provided advanced notice in writing
- Landlord has entered your unit with advanced notice **AND** left notice of being in tenant's unit easily visible

# Helpful Tenant Resources

---

**TCHC Landlord Engagement Team**

[landlordengagement@ahomewithhope.org](mailto:landlordengagement@ahomewithhope.org)

**North Texas Fair Housing Center**

[www.northtexasfairhousing.org](http://www.northtexasfairhousing.org)

**Texas Tenant's Union**

<https://txtenants.org>

**Legal Aid of North Texas**

<https://internet.lanwt.org>