

EMERGENCY POST-DISASTER/POST-CATASTROPHE NOTICE TO OUR RESIDENTS

As you know, some of our dwelling units were flooded or damaged by _____. Your unit may have experienced flooding or other damage. We regret for all our sakes that this event occurred. It is something that none of us would normally have anticipated.

Quick action. For public health reasons and protection of your personal property and the dwelling unit, it is imperative that you make sure that your personal items (clothing, furniture, etc.) that were soaked by water are thoroughly dried. This will minimize the damage to them and prevent potential mold growth. *Mold can begin to grow rapidly on some types of wet items and can create health hazards and cause significant damage to personal property and the building itself* if the moisture is not removed soon. We are working as quickly as possible to: (1) dry out any carpets that were water soaked; (2) dry or remove any wet insulation or sheet rock; and (3) repair other structural damage. It is often necessary to vacate the entire unit to remove wet insulation and replace the sheetrock, tape, float, and paint the walls. Paragraph 26 of the TAA Lease Contract gives us the right to terminate the lease within a reasonable time and/or to remove immediately damaged personal property if the casualty loss is substantial or if needed repairs could pose a danger to you. Paragraph 26 states:

“If we believe that fire or catastrophic damage is substantial, or that performance of needed repairs poses a danger to you, we may terminate this Lease by giving you 5 days’ written notice. We also have the right to terminate this Lease during the Lease term by giving you at least 30 days’ written notice of termination if we are demolishing your apartment or closing it and it will no longer be used for residential purposes for at least 6 months. If the Lease is so terminated, we’ll refund prorated rent and all deposits, less lawful deductions. We may also remove personal property if it causes a health or safety hazard.”

Dumpsters and landfill directions. It may be impossible for us to provide Dumpsters for use in disposing of everyone’s ruined items, so please make arrangements for them to be hauled away if necessary. Watch for possible city-sponsored haul-away announcements. Upon request, we can provide you with written directions to the nearest public landfill.

Your rights and obligations under the TAA Lease Contract and habitability statute. Paragraph 25 of your TAA Lease Contract requires you to use customary diligence in maintaining your dwelling. This means you need to make reasonable efforts to make sure that any of your items which may have become wet are dried out so as not to present an odor, mold or health hazard to you or neighboring residents and occupants. Under paragraph 31, you have the right to terminate the lease under certain limited conditions and by following certain procedures—if we have violated the lease or habitability statute requirements regarding repair commencement within a reasonable period of time.

Our rights and responsibilities under the TAA Lease Contract and habitability statute. We as owners have a duty to repair, within a reasonable time, any condition that may materially affect the physical health or safety of an ordinary resident. When such conditions result from a casualty loss such as a flood, our time period for required repairs legally begins when we receive the proceeds from our casualty insurance company for the damage, but only if our insurance policy covers flood damage. However, we plan on starting far sooner than that. If there is a toilet or sewer line not working or if there is standing water in your dwelling, please give us written notice as soon as possible. Under paragraph 26 of the TAA Lease Contract, we may terminate the lease under certain conditions by following certain procedures.

We are not liable to residents or occupants for personal injury or property damage from flooding. Under the Texas Property Code and under the TAA Lease Contract, we have a reasonable amount of time to make the necessary repairs to the flood-damaged units. Rent will not abate in whole or in part during this time. This is in accordance with Section 92.054(c) of the Texas Property Code and paragraph 26 of your TAA Lease Contract. We regret the inconvenience which may be caused, but this situation is similar to owning a home and having it damaged—your mortgage payment would continue and you would still be inconvenienced by a lack of carpet pending replacement, the presence of repair personnel, and other similar hassles until the repairs can be completed.

Contact your insurance carrier. Please contact your insurance agent about any losses you may have incurred. Your policy may or may not cover flood damage. Paragraph 8 of your TAA Lease Contract states:

8. Insurance. Our insurance does not cover the loss of or damage to your personal property. You are [check one]:
 required to buy and maintain renter’s or liability insurance (see attached addendum), **or** not required to buy renter’s or liability insurance. **If neither option is checked, insurance is not required but is still strongly recommended. Even if not required, we urge you to get your own insurance for losses due to theft, fire, water, pipe leaks and similar occurrences.** Renter’s insurance doesn’t cover losses due to a flood. Information about renter’s insurance is available from the Texas Department of Insurance.

Please keep in contact with us. Please notify us in writing of any condition which may materially affect your health or safety. Again, we regret this unfortunate circumstance, and we will try to work with you and all our other residents to make the clean-up and repair process as quick and easy as possible under the circumstances.

Sincerely, The Management
Telephone: _____ **Fax:** _____