

TAA Lease 2.0 and Community Policies Overview

This article takes a closer look at the elements of TAA's revised Lease and provides helpful tips for residents.

This overview of the Texas Apartment Association Lease will cover key components of the Lease document with a breakdown of the following topics in the Lease life cycle: (1) Parties and Lease Details; (2) Lease Terms and Conditions; (3) Resident Life; (4) Ending the Lease Term; and (5) General Provisions and Signatures. It also includes a breakdown of the new TAA Community Policies Addendum. This article is only intended as a general explanation of key provisions and not as legal advice.

TAA also has resources for renters on its website at www.taa.org. While there may still be company- or property-specific information to cover, this is intended to give you a basic overview.

Parties and Lease Details

“This Lease Contract is only valid if filled out before January 1, 2024.”

- This box at the top of the form ensures that your lease is the most current version available.

Parties

- The two parties to the agreement are us (the owner) and you (the resident).
- Generally speaking, every adult living in the rental unit should be a party to the lease. Children and some adults who are dependents (such as an elderly parent), should be listed as *occupants*.
- Note that the term “you” and “your” refers to all residents and any persons authorized to act in the event of a sole resident’s death.

The screenshot shows the top portion of the TAA Apartment Lease Contract form. It features the TAA logo and the text 'TEXAS APARTMENT ASSOCIATION MEMBER'. A grey box at the top right states 'This Lease is valid only if filled out before January 1, 2024.' Below this is the title 'Apartment Lease Contract' and a warning: 'This is a binding contract. Read carefully before signing.' A paragraph explains that the lease is between the resident(s) and the owner, with 'you' and 'your' referring to all residents. The 'PARTIES' section has lines for listing Residents, Owner, and Occupants.

LEASE DETAILS

- The Lease Details section on page 1 is intended to provide a transparent, clear look at the important terms and dollar amounts related to the Lease.
- It includes space for us to add and describe charges.
- Each box in the Lease Details section relates to provisions in the Lease, and this article breaks down those elements for clarity.

Box A. Apartment (Paragraph 2)

- You agree to lease **the apartment listed in Box A** for use as a private residence only.
- “Measurements” and “Representations” are two new sections to acknowledge that some details of the property or unit could change.
- Content in a box with a red border is from the Lease Details section on page 1, while Lease content with a black border is from other pages.

The screenshot shows a form box with a red border. It is titled 'A. Apartment (Par. 2)' and contains the following fields: 'Street Address: _____', 'Apartment No. _____ City: _____ State: ___ Zip: _____'.

Box B. Initial Lease Term

- The initial lease term begins and ends on the **dates provided** in Box B.

The screenshot shows a form box with a black border. It contains the following text:
2. Apartment. You are leasing the apartment listed above for use as a private residence only.
2.1. Access. In accordance with our Community Policies, you'll receive access information or devices for your apartment and mailbox, and other access devices including: _____
2.2. Measurements. Any dimensions and sizes provided to you relating to the apartment are only approximations or estimates; actual dimensions and sizes may vary.
2.3. Representations. You agree that designations or accreditations associated with the property are subject to change.

B. Initial Lease Term. Begins: _____ Ends at 11:59 p.m. on: _____

Box C. Monthly Base Rent (Paragraphs 3 and 1.6)

- “Rent” is defined in Par. 1.6 as **monthly base rent** plus **additional monthly recurring fixed** charges outlined in Box L. You agree you will pay the Rent on or before the 1st day of each month (due date) without demand.
- Details regarding payment method and location have been relocated to Community Policies rather than being addressed in the Lease itself.

C. Monthly Base Rent (Par. 3)

\$ _____

1.6. “Rent” is monthly base rent plus additional monthly recurring fixed charges.

3. Rent. You must pay your Rent on or before the 1st day of each month (due date) without demand. There are no exceptions regarding the payment of Rent, and you agree not paying Rent on or before the 1st of each month is a material breach of this Lease.

3.1. Payments. You will pay your Rent by any method, manner and place we specify in accordance with our Community Policies. **Cash is not acceptable without our prior written permission. You cannot withhold or offset Rent unless authorized by law.** We may, at our option, require at any time that you pay Rent and other sums due in one single payment by any method we specify.

Box D. Prorated Rent

- The amount of prorated rent due if you move in after the first of the month may be listed in Box D.

D. Prorated Rent

\$ _____
 due for the remainder of 1st month or
 for 2nd month

Box E. Security Deposit (Paragraph 5)

- The **security deposit amount** will be included in **Box E**. It does **not** include any Animal Deposit, which would be included in an Animal Addendum. We may deduct from the security deposit any amount due under the Lease in accordance with the Community Policies and as allowed by law.

E. Security Deposit (Par. 5)

\$ _____

Note that this amount does not include any Animal Deposit, which would be reflected in an Animal Addendum.

5. Security Deposit. The total security deposit for all residents is due on or before the date this Lease is signed. Any animal deposit will be designated in an animal addendum. Security deposits may not be applied to Rent without our prior written consent.

5.1. Refunds and Deductions. You must give us your advance notice of move out as provided by Par. 25 and forwarding address in writing to receive a written description and itemized list of charges or refund. In accordance with our Community Policies and as allowed by law, we may deduct from your security deposit any amounts due under the Lease. If you move out early or in response to a notice to vacate, you'll be liable for rekeying charges. Upon receipt of your move-out date and forwarding address in writing, the security deposit will be returned (less lawful deductions) with an itemized accounting of any deductions, no later than 30 days after surrender or abandonment, unless laws provide otherwise. Any refund may be by one payment jointly payable to all residents and distributed to any one resident we choose, or distributed equally among all residents.

Community Policies Addendum: Security Deposit

3. **Security Deposit Deductions and Other Charges.** You'll be liable for the following charges, if applicable: unpaid rent; unpaid utilities; unreimbursed service charges; repairs or damages caused by negligence, carelessness, accident, or abuse, including stickers, scratches, tears, burns, stains, or unapproved holes; replacement cost of our property that was in or attached to the apartment and is missing; replacing dead or missing alarm or detection-device batteries at any time; utilities for repairs or cleaning; trips to let in company representatives to remove your telephone, Internet, television services, or rental items (if you so request or have moved out); trips to open the apartment when you or any guest or occupant is missing a key; unreturned keys; missing or burned-out light bulbs; removing or rekeying unauthorized security devices or alarm systems; packing, removing, or storing property removed or stored under the Lease; removing illegally parked vehicles; special trips for trash removal caused by parked vehicles blocking dumpsters; false security-alarm charges unless due to our negligence; animal-related charges outlined in the Lease; government fees or fines against us for violation (by you, your occupants, or your guests) of local ordinances relating to alarms and detection devices, false alarms, recycling, or other matters; late-payment and returned-check charges; and other sums due under this Lease. You'll be liable to us for charges for replacing any keys and access devices referenced in the Lease if you don't return them all on or before your actual move-out date; and accelerated rent if you've violated the Lease. **We may also deduct from your security deposit our reasonable costs incurred in rekeying security devices required by law if you vacate the apartment in breach of this Lease.**

Upon receipt of your move-out date and forwarding address in writing, the security deposit will be returned (less lawful deductions) with an itemized accounting of any deductions, no later than 30 days after surrender or abandonment, unless laws provide otherwise. Any refund may be by one payment jointly payable to all residents and distributed to any one resident we choose or distributed equally among all residents.

Box F. Notice of Termination or Intent to Move Out (Paragraph 4)

- The lease **automatically renews on a month-to-month basis** unless either we or you give **written notice** of termination or intent to move out as required by Par. 25 and **specified in Box F.** of Lease Details. We will **specify the minimum number of days'** written notice that is required at the end of the term or renewal period in **Box F.**

F. Notice of Termination or Intent to Move Out (Par. 4)

A minimum of _____ days' written notice of termination or intent to move out required at end of initial Lease term or during renewal period

If the number of days isn't filled in, notice of at least 30 days is required.

4. **Automatic Lease Renewal and Notice of Termination.** This Lease will automatically renew month-to-month unless either party gives written notice of termination or intent to move out as required by Par. 25 and specified on page 1. **If the number of days isn't filled in, notice of at least 30 days is required.**

Box G. Late Fees (Paragraph 3.3)

- You will pay **late fees** as outlined in **Box G** if your monthly base rent isn't paid on time.

G. Late Fees (Par. 3.3)

Initial Late Fee

- _____% of one month's monthly base rent or
 \$ _____

Due if rent unpaid by 11:59 p.m. on the _____ (3rd or greater) day of the month

Daily Late Fee

- _____% of one month's monthly base rent for _____ days or
 \$ _____ for _____ days

- 3.3. **Late Fees.** If we don't receive your monthly base rent in full when it's due, you must pay late fees as outlined in Lease Details.

Box H. Returned Check or Rejected Payment Fee (Paragraph 3.4)

- You will be **charged the fee listed in Box H.** for each **returned check** or rejected electronic payment, plus initial and daily late fees if applicable, until full payment is received.

H. Returned Check or Rejected Payment Fee (Par. 3.4)

\$ _____

- 3.4. **Returned Payment Fee.** You'll pay the fee listed in Lease Details for each returned check or rejected electronic payment, plus initial and daily late fees if applicable, until we receive full payment in an acceptable method.

Box I. Reletting Charge (Paragraph 7.1)

- You may have to pay a **reletting charge** if you break your lease or are in default as described in Paragraph 7.1. The reletting charge will not be more than 85% of your **highest monthly Rent** during the Lease term.
- The reletting charge does not cancel your Lease or any obligations you have under it.

I. Reletting Charge (Par. 7.1)

A reletting charge of \$ _____
(not to exceed 85% of the highest monthly Rent during the Lease term) may be charged in certain default situations

7.1. Reletting Charge. You'll be liable for a reletting charge as listed in Lease Details, (not to exceed 85% of the highest monthly Rent during the Lease term) if you: (A) fail to move in, or fail to give written move-out notice as required in Par. 25; (B) move out without paying Rent in full for the entire Lease term or renewal period; (C) move out at our demand because of your default; or (D) are judicially evicted. The reletting charge is not a termination, cancellation or buyout fee and does not release you from your obligations under this Lease, including liability for future or past-due Rent, charges for damages or other sums due.

The reletting charge is a liquidated amount covering only part of our damages—for our time, effort, and expense in finding and processing a replacement resident. These damages are uncertain and hard to ascertain—particularly those relating to inconvenience, paperwork, advertising, showing apartments, utilities for showing, checking prospects, overhead, marketing costs, and locator-service fees. You agree that the reletting charge is a reasonable estimate of our damages and that the charge is due whether or not our reletting attempts succeed.

Box J. Optional Early Termination Fee (Paragraph 7.2)

- If **amounts are filled in**, then we are allowing an **early termination option** and the section applies. If the section applies, then you may exercise the option to **terminate the lease early** if you are not in default, give notice and pay the fees and rent as outlined in the Lease. We are not required to offer this option.

J. Optional Early Termination Fee (Par. 7.2)

\$ _____
Notice of _____ days is required.

You are not eligible for early termination if you are in default.

Fee must be paid no later than _____ days after you give us notice

If values are blank or "0," then this section does not apply.

7.2. Early Lease Termination Procedures. In addition to your termination rights referred to in 7.3 or 8.1 below, if this provision applies under Lease Details, you may terminate the Lease prior to the end of the Lease term **if all of the following occur**: (a) as outlined in Lease Details, you give us written notice of early termination, pay the early termination fee and specify the date by which you'll move out; (b) you are not in default at any time and do not hold over; and (c) you repay all rent concessions, credits or discounts you received during the Lease term. If you are in default, the Lease remedies apply.

Box K. Animal Violation Charge (Paragraph 12.2)

- An initial charge (not to exceed \$100) per animal and a daily charge (not to exceed \$10) per day per animal may be listed in **Box K for violations of the animal restrictions** in the Lease or Community Policies.

K. Animal Violation Charge (Par. 12.2)

Initial charge of \$ _____ per animal (not to exceed \$100 per animal) and

A daily charge of \$ _____ per animal (not to exceed \$10 per day per animal)

12.2. Violations of Animal Policies and Charges. If you or any guest or occupant violates the animal restrictions of this Lease or our Community Policies, you'll be subject to charges, damages, eviction, and other remedies provided in this Lease, including animal violation charges listed in Lease Details from the date the animal was brought into your apartment until it is removed. If an animal has been in the apartment at any time during your term of occupancy (with or without our consent), we'll charge you for all cleaning and repair costs, including defleaing, deodorizing, and shampooing. Initial and daily animal-violation charges and animal-removal charges are liquidated damages for our time, inconvenience, and overhead in enforcing animal restrictions and Community Policies.

Box L. Additional Rent – Monthly Recurring Fixed Charges

- **“Rent”** is defined in Par. 1.6 as **monthly base rent** plus **additional monthly recurring fixed** charges. You agree to pay for **Additional Rent – Monthly Recurring Fixed Charges** items such as animal rent, internet, stormwater, pest control, and storage **as outlined in Box L AND/OR in separate addenda, Special Provisions, or an amendment to the Lease.**

L. Additional Rent - Monthly Recurring Fixed Charges. You will pay separately for these items as outlined below and/or in separate addenda, Special Provisions or an amendment to this Lease.

Animal rent	\$ _____	Cable/satellite	\$ _____	Trash service	\$ _____
Internet	\$ _____	Package service	\$ _____	Pest control	\$ _____
Storage	\$ _____	Stormwater/drainage	\$ _____	Washer/Dryer	\$ _____
Other:	_____			\$ _____	
Other:	_____			\$ _____	
Other:	_____			\$ _____	
Other:	_____			\$ _____	

Box M. Utilities and Other Variable Charges

- You agree to pay for gas, water, wastewater, electricity, trash/recycling, utility billing fees and other items **as outlined in separate addenda, Special Provisions, or an amendment to the Lease.**
- Box M. also discusses a **Utility Connection Charge or Transfer Fee** (not to exceed \$50) to be paid within 5 days of written notice that may be charged in certain situations under Paragraph 3.5.
- **NOTE:** Be sure to review your full lease package, including any additional addenda related to billing for various utilities and other costs, including electricity, water & wastewater, gas, central system costs and trash/recycling, some of which may be required by state or federal law.

M. Utilities and Other Variable Charges. You will pay separately for gas, water, wastewater, electricity, trash/recycling, utility billing fees and other items as outlined in separate addenda, Special Provisions or an amendment to this Lease.

Utility Connection Charge or Transfer Fee: \$ _____ (not to exceed \$50) to be paid within 5 days of written notice (**Par. 3.5**)

3.5. Utilities and Services. You'll pay for all utilities and services, related deposits, and any charges or fees when they are due and as outlined in this Lease. Television channels that are provided may be changed during the Lease term if the change applies to all residents.

If your electricity is interrupted, you must use only battery-operated lighting (no flames). You must not allow any utilities (other than cable or Internet) to be cut off or switched for any reason—including disconnection for not paying your bills—until the Lease term or renewal period ends. If a utility is individually metered, it must be connected

in your name and you must notify the provider of your move-out date. If you delay getting service turned on in your name by the Lease's start date or cause it to be transferred back into our name before you surrender or abandon the apartment, you'll be liable for the charge listed above (not to exceed \$50 per billing period), plus the actual or estimated cost of the utilities used while the utility should have been billed to you. If your apartment is individually metered and you change your retail electric provider, you must give us written notice. You must pay all applicable provider fees, including any fees to change service back into our name after you move out.

Special Provisions (Paragraph 32)

- **Any Special Provisions, additional addenda including Community Policies ARE PART OF THE LEASE, MUST BE FOLLOWED AND will replace any conflicting provisions in the lease form.** Be sure to review any additional Special Provisions included in your Lease.

Lease Terms and Conditions

You'll notice that Community Policies and Addenda are referenced throughout the Lease. You will want to closely review any Community Policies provided by us, since those become a part of your lease package.

While this article doesn't go through every paragraph in detail, here are some of the highlights of this section.

Paragraph 1. Definitions

- This section clearly defines key terms of the Lease.
- Pay particular attention to the definition of "Community Policies" and "Rent."

- 1. Definitions.** The following terms are commonly used in this Lease:
 - 1.1. "Residents"** are those listed in "Residents" above who sign the Lease and are authorized to live in the apartment.
 - 1.2. "Occupants"** are those listed in this Lease who are also authorized to live in the apartment, but who do not sign the Lease.
 - 1.3. "Owner"** may be identified by an assumed name and is the owner only and not property managers or anyone else.
 - 1.4. "Including"** in this Lease means "including but not limited to."
 - 1.5. "Community Policies"** are the written apartment rules and policies, including property signage and instructions for care of our property and amenities, with which you, your occupants, and your guests must comply.
 - 1.6. "Rent"** is monthly base rent plus additional monthly recurring fixed charges.

Paragraph 6. Insurance

- You **must have liability insurance** as specified in Community Policies or other addenda **unless otherwise prohibited by law.**
- Note that liability insurance **does not cover your belongings** in the event of theft, fire, flood, damage or other loss.
- **We may use an addendum or Special Provisions to make other choices about insurance.** Be sure to pay close attention to the requirements in your Lease regarding insurance.

- 6. Insurance.** *Our insurance doesn't cover the loss of or damage to your personal property.* You will be required to have liability insurance as specified in our Community Policies or Lease addenda unless otherwise prohibited by law. If you have insurance covering the apartment or your personal belongings at the time you or we suffer or allege a loss, you agree to require your insurance carrier to waive any insurance subrogation rights. Even if not required, we urge you to obtain your own insurance for losses due to theft, fire, flood, water, pipe leaks and similar occurrences. Most renter's insurance policies don't cover losses due to a flood.

Resident Life

Your property may have specific provisions in Community Policies, Special Provisions or other addenda. All of those items become part of your Lease.

Paragraph 10. Community Policies

- This paragraph contains a variety of topics.
- “Prohibited Conduct” is an important part of this section, which outlines conduct that is not allowed.
- “Smoking of any kind that is not in accordance with our Community Policies or Lease addenda” is included in this list.
- We may have specific rules related to parking and could provide those in a specific addendum.
- This section specifies that Community Policies can be changed during the Lease term, as long as policies are applicable to all units, do not change dollar amounts in the Lease and are distributed to all residents.

Paragraph 15. Requests, Repairs and Malfunctions

- This paragraph stipulates that all requests must be submitted in accordance with Community Policies.
- Pay particular attention to how we ask you to submit requests. For example, we may have a resident portal that we use for that purpose.

15. Requests, Repairs and Malfunctions.

- 15.1. Written Requests Required.** *If you or any occupant needs to send a request—for example, for repairs, installations, services, ownership disclosure, or security-related matters—it must be written and delivered to our designated representative in accordance with our Community Policies* (except for fair-housing accommodation or modification requests or situations involving imminent danger or threats to health or safety, such as fire, smoke, gas, explosion, or crime in progress). Our written notes regarding your oral request do not constitute a written request from you. Our complying with or responding to any oral request doesn't waive the strict requirement for written notices under this Lease. A request for maintenance or repair by anyone residing in your apartment constitutes a request from all residents. **The time, manner, method and means of performing maintenance and repairs, including whether or which vendors to use, are within our sole discretion.**
- 15.2. Your Requirement to Notify.** You must promptly notify us in writing of air conditioning or heating problems, water leaks or moisture, mold, electrical problems, malfunctioning lights, broken or missing locks or latches, or any other condition that poses a hazard or threat to property, health, or safety. Unless we instruct otherwise, you are required to keep the apartment cooled or heated according to our Community Policies. Air conditioning problems are normally not emergencies.

15.3. Utilities. We may change or install utility lines or equipment serving the apartment if the work is done reasonably without substantially increasing your utility costs. We may turn off equipment and interrupt utilities as needed to perform work or to avoid property damage or other emergencies. If utilities malfunction or are damaged by fire, water, or similar cause, you must notify our representative immediately.

15.4. Your Remedies. We'll act with customary diligence to make repairs and reconnections within a reasonable time, taking into consideration when casualty-insurance proceeds are received. Unless required by statute after a casualty loss, or during equipment repair, your Rent will not abate in whole or in part. “Reasonable time” accounts for the severity and nature of the problem and the reasonable availability of materials, labor, and utilities. ***If we fail to timely repair a condition that materially affects the physical health or safety of an ordinary resident as required by the Texas Property Code, you may be entitled to exercise remedies under § 92.056 and § 92.0561 of the Texas Property Code. If you follow the procedures under those sections, the following remedies, among others, may be available to you: (1) termination of the Lease and an appropriate refund under 92.056(f); (2) have the condition repaired or remedied according to § 92.0561; (3) deduct from the Rent the cost of the repair or remedy according to § 92.0561; and 4) judicial remedies according to § 92.0563.***

Paragraph 17. Assignments and Subletting

- Under this paragraph, you may not sublease your dwelling or list it or any part of it on any lodging or short-term rental website unless we've agreed in advance.

17. Assignments and Subletting. You may not assign this Lease or sublet your apartment. You agree that you won't rent, offer to rent or license all or any part of your apartment to anyone else unless otherwise agreed to in advance by us in writing. You agree that you won't accept anything of value from anyone else for the use of any part of your apartment. You agree not to list any part of your apartment on any lodging or short-term rental website or with any person or service that advertises dwellings for rent.

Eviction and Remedies

Paragraph 22. Liability

- You and any other residents in your dwelling are both individually and jointly responsible for your obligations under the Lease.
- If you or any guest or occupants violates the Lease or Community Policies, all residents are considered to have violated the Lease.

Paragraph 23. Default by Resident

- This section defines “default” and describes our remedies when you are in default of any provision in your Lease.
- If you violate the Lease, you could be subject to eviction.

End of the Lease Term

Box F and Paragraph 4. Moveout Notice

- Remember that your Lease renews automatically unless you provide notice as outlined in the Lease.

General Provisions and Signatures

Paragraph 32. Special Provisions

- Remember that any **Special Provisions and additional addenda including Community Policies ARE PART OF THE LEASE, MUST BE FOLLOWED** and will replace any conflicting provisions in the lease form.
- Once signed, you are bound by this Lease, which is the entire agreement between us.
- Electronic signatures are binding.