

Landlord's Guide to

LEASING

a **PROPERTY**



Owning real estate can be a great builder of wealth, and it is important to manage the property wisely. If you have chosen to rent your property, then choosing a tenant is one of the steps you will take. As a landlord, you want an accountable tenant who will pay the rent on time and take care of the property, just as a tenant wants a responsible landlord who will make repairs and respond to other problems that may arise in the rental unit. This process to find a reliable tenant takes effort and consideration. The landlord must consider the need for information and the ability to discern among different tenants with consideration of the laws that govern what can legally be used to make these decisions.

The San Antonio Board of REALTORS® has created this comprehensive guide to help landlords in the selection process while understanding the legal requirements of their role. This guide is not a replacement for legal assistance and its usage does not ensure a landlord is protected from violating a fair housing law. The objective of this guide is to provide common standards for renting a property that will assist a landlord to stay within the bounds of the law.

The information in this guide is a summary of the subject and other pertinent matters. It should not be considered conclusive or a substitute for legal advice. Unique facts can render broad statements inapplicable. Anyone needing legal assistance should contact an attorney.

TABLE of CONTENTS

Marketing the Property	.....	<i>Pg. 01</i>
Showing the Property	.....	<i>Pg. 03</i>
Selecting a Tenant	.....	<i>Pg. 04</i>
Repairs	.....	<i>Pg. 06</i>
Landlord's Lien	.....	<i>Pg. 07</i>
Lockouts	.....	<i>Pg. 11</i>
Evictions	.....	<i>Pg. 13</i>
Fair Housing	.....	<i>Pg. 15</i>



The first step to finding a renter is to promote the availability of the vacancy. Depending on the nature of the housing market and the area in which the property is located, this can be accomplished in several ways.

- 1. Know Your Target Market:** Before you begin marketing to potential renters, you need to determine your target market. First, look at the neighborhood and location. Is it close to downtown and filled with young professionals? Is it situated in the suburbs and surrounded by families? Every neighborhood has its own characteristics and by understanding who lives there and what they value about the area, you will have an easier time refining your target market and creating marketing initiatives that attract those people.
- 2. Market the Community:** Once you have a good idea of your target market you can create an advertisement that will appeal to prospective tenants. Keep in mind that even though various people value different amenities, everyone values their community. That is why you want to market the community just as much as you market the property. If you are marketing to young families, this could mean emphasizing a safe neighborhood, easy access to parks and playgrounds, and good schools and daycare centers. For seniors, this might mean emphasizing access to senior and recreation centers, libraries, and accessible walking trails.
- 3. Use High-Quality Pictures:** Using high-quality pictures is one of the best ways to find tenants for a rental property. Think about how you shop for a new shirt online. You start by doing a broad search, and then you narrow down your options by what appeals to you. You click on the pictures to get a better look at the shirt's color, see how it fits, and get a closer look at any special details. Your potential renters are doing the same thing when they are looking for a new place to live.
- 4. Create an Attention-Grabbing Listing:** In addition to great photos, the property description is the second most important part of your advertisement. While pictures showcase the space, you'll need to spell out the fine print like lease terms, rent and security deposit amount, when the unit is available, if the property offers parking, and what utilities the renter will be responsible for.



MARKETING the PROPERTY

5. Use Multiple Marketing Methods: After you have created the ideal listing, you need to know where to advertise the rental property. To reach the right tenants, you must post your listing in the places where they are looking. This means you might need to consider multiple marketing methods.
- Yard sign: Using a yard sign is a classic way of marketing a rental property. While it is still a tried-and-true method that works, you do not want to use a yard sign alone since potential renters could be living in a different city.
 - Online: Posting your listing online helps you increase your reach to a large pool of renters. Online listings can connect you to qualified renters faster than traditional advertising outlets like yard signs and flyers.
 - Social media: Social media is a great tool for marketing in the multifamily industry to help build strong connections and community with your customers, but keep in mind that you must comply with anti-discrimination and anti-harassment laws, no matter what form of communication you are using.

Whether through rental websites, social media, or new phone applications, advertising can happen at the click of a button. It is significant to note that Section 804(c) of the Fair Housing Act makes it illegal “to make, print, publish, or cause to be made, printed, or published, any notice or statement with respect to the sale or rental of a dwelling that indicates any preference, limitation, or discrimination based on race, color, religion, national origin, sex, disability, or familial status.” This includes advertising on web-based platforms. If you are advertising online, understand that including or excluding certain audiences or neighborhoods in the settings of your advertisements could be discriminatory.



Once your advertising strategies pay off and result in several applications from people who are interested in the property, the landlord then becomes a negotiator, pointing out the features of the rental unit and benefits of the neighborhood. Consideration in the way the property is presented will avoid misunderstandings, liability, and an uncomfortable tenant-landlord relationship.

According to the Texas Property Code, the rental unit must be in a good, working and livable condition when a tenant moves in. The property should be free of any defect that threatens the tenant's health or safety and should have all required security devices including proper locks and smoke detectors. All fixtures and appliances should be present and working upon move-in unless agreed to otherwise in writing. For example, if the garbage disposal is broken, the landlord should state in writing that it will not be repaired if the landlord does not intend to fix it. Failure to include such written provisions may entitle the tenant to a service that the landlord did not intend to provide.

A landlord should take caution if supplying different amenities to different tenants. This may be considered discrimination if the landlord supplies an amenity or service to one tenant but not to all tenants unless the rental amounts at each property are different. For example, if the landlord agrees to provide a hot tub to a tenant but the rent will be an additional \$200, the landlord would not have to provide the same feature to someone paying less rent.

Making a written list of all the amenities that exist or will be provided helps ensure that the property is presented equally and fairly to all prospective tenants. If a window will be added, the apartment decorated, or the floors replaced, all prospective tenants should be notified. A detailed list of amenities will ensure that all the best aspects of a property are used to attract tenants, and such written documentation also helps protect a landlord from committing a fair housing violation.



Some applicants may be reliable tenants and able to pay the rent on time, and others may not be. Screening the applicants to select the one who will best fulfill the lease and provide a jointly advantageous tenant-landlord relationship is the next step. The following suggestions may help ensure the selection process is fair and legal.

Acknowledgment Form - As of January 1, 2008, landlords are required to provide applicants with their tenant selection criteria and an acknowledgment form. At the time a prospective tenant is given a rental application, the landlord must also provide written notice of the tenant selection criteria and the grounds for which a rental application may be denied, including an applicant's:

- Criminal history;
- Previous rental history;
- Current income;
- Credit history; or
- Failure to provide accurate or complete information on the application form.

The landlord should ask the applicant to sign an acknowledgment indicating that notice of the tenant selection criteria was provided. The acknowledgment must include a statement such as:

"Signing this acknowledgment indicates that you have had the opportunity to review the landlord's tenant selection criteria. The tenant selection criteria may include factors such as criminal history, credit history, current income, and rental history. If you do not meet the selection criteria, or if you provide inaccurate or incomplete information, your application may be rejected and your application fee will not be refunded."

The acknowledgment may be part of the rental application if the notice is underlined or in **bold** print.

Be consistent in your process - The selection process must be consistent for all residents. If information is asked of one tenant, it must be asked of all tenants. Failure to be consistent could result in inadvertent discrimination and unnecessary liability. Using the same application for all applicants is one of the best ways to be consistent.

Information gathering is key - Make sure that all the information on the application is filled out completely. Any applicant who does not provide the requested information should be instructed to complete the application before it can be evaluated.



Final decision - In order to make a fair decision, develop a selection process that is comprehensive and consistent. This will make the selection process easier and more useful.

Here are suggestions in developing such criteria:

Occupancy limits - may be set to prevent overcrowding, providing they do not violate fair housing laws. The federal Fair Housing Act specifies no minimum requirements for occupancy, but does state that a landlord is not prevented from enforcing "... any reasonable local, state, or federal restrictions regarding the maximum number of occupants permitted to occupy a dwelling."

Check credit history - Checking the applicant's payment history may show an ability to budget money and make necessary payments. However, a credit report does not always give an accurate representation of the financial stability of a tenant. Again, temporary loss of income, perhaps because of unemployment, illness, or divorce may result in bad debts turned in to credit reporting agencies without the person intentionally defaulting on these debts.

Tenant's references - Contacting the previous landlord will often give a good idea of what kind of tenant the applicant has been. It would also be good practice to consult more than one previous landlord to obtain a more comprehensive perspective and avoid potentially biased opinions.

Sample questions to consider when communicating with references:

- Was the rent paid on time? If not, how late was it and how often?
- Did the tenant damage the property? Was the deposit returned?
- Did the tenant disturb the neighbors? If so, were the tenants ever notified of the complaints?
- Why did the tenants leave? Would you rent to them again?

Past performance is one of the best indicators of future behavior. A tenant who has repeatedly failed to pay the rent on time in the past will likely do the same again, and someone who has paid the rent on time will likely continue to do so. Consider the effort the applicant put forth to pay the rent, and whether the applicant moved out owing any money.

Careful consideration and sensitivity in advertising and selection will prevent subtle forms of discrimination and protect both the landlord and the tenant. The landlord benefits from getting a responsible tenant and everybody benefits by having the right to safe, decent housing regardless of race, color, religion, sex, disability, familial status, or national origin.



REPAIRS

The landlord does not have a duty to repair a condition caused by the tenant, household members, or the tenant's guests, unless the condition was caused by normal wear and tear.

Conditions requiring repair fall into two categories: those that threaten the health or safety of an ordinary tenant and those that do not. An example of a condition that is not a threat to health or safety would be a non-working dishwasher or garbage disposal. Examples of conditions that are a threat to health or safety are plumbing stoppages, lack of hot water, electrical shorts, leaking roofs or ceilings, and rodent or bedbug infestations.

For tenants living anywhere in Texas, the landlord must provide:

1. A dwelling that is decent, safe, and sanitary;
2. Repairs of conditions that threaten the health or safety of a tenant;
3. Hot water at a minimum temperature of 110° Fahrenheit;
4. Smoke detectors; and
5. Secure locks on all doors and windows, including a keyless bolting device.

LANDLORD'S LIEN

The information in this guide is a summary of the subject and other pertinent matters. It should not be considered conclusive or a substitute for legal advice. Unique facts can render broad statements inapplicable. Anyone needing legal assistance should contact an attorney.

The Texas Property Code, §54.041 – §54.048, defines the procedures for a contractual landlord's lien. This section explains a landlord's lien, identifies property that can be seized, and describes the steps a landlord must follow to seize the property. It also explains what a tenant must do to recover property once it has been seized.

What Is a Landlord's Lien?

Texas law gives a landlord a lien on a tenant's non-exempt property for unpaid rent that is due. If a tenant is behind on rent and a written lease gives the landlord permission to exercise this lien on the tenant's property, the landlord may enter the rental unit and take non-exempt property to secure payment of the delinquent rent. The clause giving the landlord permission must be underlined or printed in conspicuous **bold** print to be enforceable. The property must be in either the tenant's residence or in a storage room for a landlord to seize the property. A storage room includes an attached garage or a shed.

The landlord of an apartment complex that receives housing tax credits is prohibited from seizing or threatening to seize a tenant's property except by judicial process unless the tenant has abandoned the premises.

Any provision in the lease that intends to waive or diminish a right, liability, or exemption of a lien is void. In other words, a section of your lease that tries to give up or lessen a right, liability, or exemption of a lien is not valid.

If the lease gives the landlord a lien on the tenant's property and authorizes the landlord to seize property for unpaid rent, the landlord may only seize the tenant's property if it can be accomplished without a breach of the peace. In other words, a tenant does not have to permit a landlord to enter the tenant's house or apartment. A landlord cannot use force in an attempt to seize the tenant's property. A landlord can, however, return when the tenant is not at home and seize the property at that time.

LANDLORD'S LIEN

When a landlord seizes property, the landlord must leave a written notice of entry and an itemized list of all the items removed.

1. The notice and list must be left in a conspicuous place within the dwelling.
2. The notice must state the amount of delinquent rent and the name, address, and telephone number of the person the tenant may contact regarding the amount owed.
3. The notice must also state that the property will be promptly returned on full payment of the delinquent rent.

Unless authorized in a written lease, the landlord is not entitled to collect a charge for packing, removing, or storing seized property.

A landlord may also seize property if the tenant has abandoned the unit.

What a Landlord CANNOT Seize

The following is a list of items that a landlord **cannot** seize, known as exempt property.

1. Wearing apparel – includes clothes and jewelry, such as rings or watches;
2. Tools, apparatus, and books of a trade or profession;
3. School books;
4. A family library;
5. Family portraits and pictures;
6. One couch, two living room chairs, and a dining table and chairs;
7. Beds and bedding – includes not only the bed, but also the sheets, pillows, and blankets;
8. Kitchen furniture and utensils – includes all the kitchen appliances, pots, pans, skillets, toasters, microwaves, food processors, and coffee makers;
9. Food and foodstuffs;
10. Medicine and medical supplies;
11. One automobile and one truck – this does not cover motorcycles, bicycles, or a second vehicle;
12. Agricultural implements;
13. Children's toys not commonly used by adults – includes dolls and small bicycles;
14. Goods that the landlord or the landlord's agent knows are owned by a person other than the tenant or an occupant of the residence; and
15. Goods that the landlord or the landlord's agent knows are subject to a recorded chattel mortgage or financing agreement.

The exemption list applies to all property seized under a landlord's lien. That is, a landlord may not seize and hold exempt property for delinquent rent.

LANDLORD'S LIEN

What Can a Landlord Seize?

The following is a list of property that a landlord can seize, known as non-exempt property. Remember that these items must be found inside the residence or in a storage room at the time of seizure.

There are some items – even if they are listed on the “non-exempt” list – that a landlord cannot seize. These are items used for a tenant’s profession. Some examples include books, tools, computers, musical instruments, and sporting equipment. Whether a particular item can be seized is often based on the tenant’s profession at the time of the lien. Many times, the tenant’s trade or profession is listed on the rental application.

Some examples of non-exempt property include, but are not limited to:

1. Televisions, stereos, CD players, and VCRs;
2. Records, audiotapes, CDs, and VCR tapes;
3. Answering machines, telephones, sewing machines, and calculators;
4. Books and paintings;
5. All furniture – except for one couch, two living room chairs, dining table and chairs, kitchen furniture, and beds;
6. Personal computers, printers, and typewriters;
7. Musical instruments, cameras, radios, and clocks; and
8. All sports equipment – includes tennis rackets, fishing equipment, guns, water skis, bicycles, exercise equipment, golf clubs, softball equipment, archery equipment, underwater gear, motorcycles, and boats.

Abandonment

Since the Texas Property Code does not define abandonment, it is up to either the individual lease or a judge to define it. It is important for a landlord to act carefully when declaring abandonment, especially if the lease does not define it. If nothing exists in the lease about abandonment and the landlord removes all of the tenant’s property, a court could consider it to be an illegal eviction in violation of the tenant’s rights. This, of course, would be judged on a case-by-case basis.

The Tenant May Recover Property

The tenant can recover property any time before it is sold by paying all of the delinquent rent that is owed, and if authorized in a written lease, all reasonable packing, moving, storage, and sale costs.

LANDLORD'S LIEN

If the landlord seizes a tenant's property and then files suit for unpaid rent, a tenant still has an opportunity to recover personal property that was lawfully taken. If the tenant disputes the amount that is owed to the landlord and the property has yet to be claimed or sold, the tenant can recover it any time before a judgment has been rendered. To do so, the tenant must post a bond in an amount approved by the court, payable to the landlord, with the condition that if the landlord wins the suit, the amount of the judgment and any costs assessed against the tenant will be paid from the bond and any remainder given back to the tenant.

The above information only applies to property that is lawfully seized. If the tenant's property is improperly seized, it can be recovered without paying the landlord any money or posting a bond.

Sale of Property

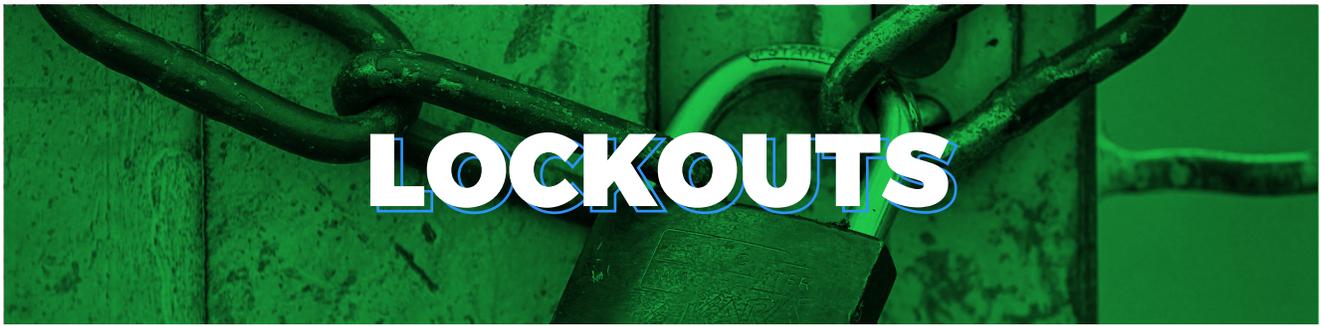
A landlord can try to sell the seized items to recover the money that is owed by the tenant. A landlord can sell the seized property only if it is authorized in a written lease. The landlord must give the tenant a notice at least 30 days before the sale. It must be sent by both first class and certified mail, return receipt requested to the tenant's last known address. The notice must contain:

1. The date, time, and place of the sale;
2. An itemized account of the amount owed by the tenant to the landlord; and
3. The name, address, and telephone number of the person the tenant may contact regarding the sale, the amount owed, and the right of the tenant to redeem the property.

If the tenant cannot or does not pay the rent that is owed, then the landlord may sell the property to the highest cash bidder.

Proceeds from the sale must first be applied to delinquent rent and, if authorized in a written lease, reasonable packing, moving, storage, and sale costs. Any money that is left over must be mailed to the tenant, to the last known address, no later than 30 days after the sale.

If the tenant wishes to see a written account of the proceeds, a written request must be sent to the landlord. This request should be sent by certified mail. The landlord then has 30 days to provide an accounting to the tenant.



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The Texas Property Code, §92.0081 – §92.009, describes under what conditions a landlord may change the locks on a rental unit and the tenant's remedies if the law is not followed.

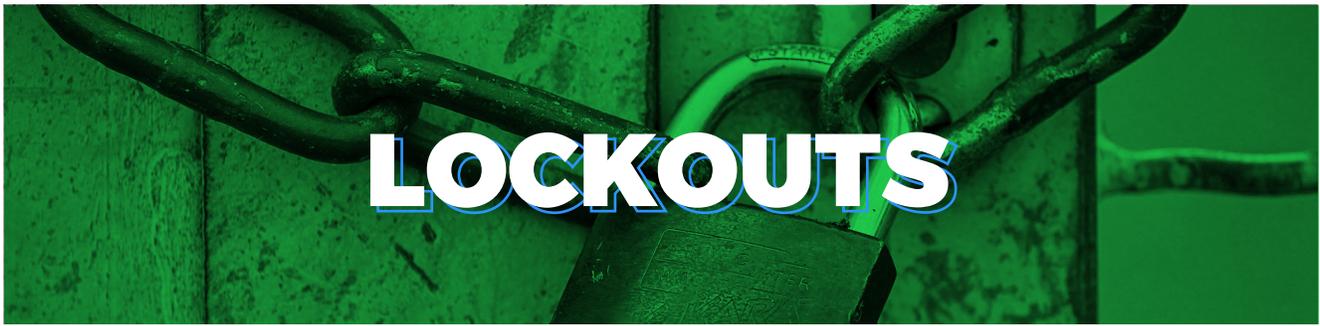
A landlord may not change the locks because of a tenant's failure to pay the rent unless the lease includes written notice of the landlord's right to exercise a lockout.

The intention of the lockout law is to force a tenant who is delinquent in rent to have contact with the landlord to discuss the problem or to arrange payment. Landlords must follow a strict procedure when changing the door locks of a tenant, and the tenant must be given a new key whether or not any delinquent rent is paid. A landlord cannot legally lock a tenant out permanently without going through the eviction process.

In short, the lockout law says:

1. The lease must include written notice of the landlord's right to exercise a lockout.
2. The tenant must be behind on rent.
3. The landlord must give advance written notice to the tenant.
4. The tenant does not have to pay any money to regain entry into the rental unit.
5. The landlord must give the tenant a key upon request.
6. A lockout is not an eviction.

The landlord of an apartment complex that receives housing tax credits is prohibited from locking out or threatening to lock out a tenant.



For a landlord to legally change the door locks of a tenant, the tenant must be delinquent in paying all or part of the rent and the lease must include written notice of the landlord's right to exercise a lockout. A landlord must do the following when changing the door locks of a tenant:

First Notice: At least five calendar days before the date the locks are changed, the landlord must locally mail a written notice to the tenant. This notice may also be hand-delivered to the tenant or posted on the inside of the tenant's front door at least three days before the date the locks are changed. This written notice must state:

1. The earliest date the locks will be changed;
2. The amount of rent the tenant must pay to prevent lockout;
3. The name and address of the person to whom, or the location of the on-site management office at which, the delinquent rent may be discussed or paid during the landlord's normal business hours; and
4. In underlined or bold print, the tenant's right to receive a key to the new lock at any hour, regardless of whether the tenant pays the delinquent rent (for leases signed or renewed after January 1, 2008).

Second Notice: When the locks are changed, the landlord must place a written notice on the outside of the tenant's front door stating:

1. The on-site location where the tenant may go 24 hours a day to obtain the new key, or a telephone number that is answered 24 hours a day that the tenant may call to have the key delivered within two hours after calling the number;
2. The fact that the landlord must provide the tenant with a new key at any hour whether or not the tenant pays the rent owed; and
3. The amount of rent and other charges the tenant owes.

A landlord **may not** change the locks:

- On, or the day before, a day when the landlord is not available, or an on-site management office is not open, for the tenant to pay the back rent and late fees. This means the tenant must have an opportunity to pay the rent due before the locks are to be changed.
- When the tenant or any other legal occupant is in the dwelling.
- More than once during a rental payment period; or
- To prevent the tenant from entering a common area of the rental property.

EVICCTIONS



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What is the Eviction Process?

The eviction process is a formal judicial procedure that will include going to the Justice of the Peace (JP) court or possibly to a higher court. Evictions can be complicated. To fully understand the eviction process, carefully read this entire section.

Step One: Notice to Vacate

A Notice to Vacate is a demand for possession of the property for a substantial breach of the terms of the lease. If a landlord wants to evict a tenant, the landlord must give proper notice and follow the steps in the judicial process.

The landlord must first deliver a written Notice to Vacate to the tenant. This notice must be in writing and must give the tenant at least three days to vacate unless a written lease sets a different time period, such as 24 hours. The notice must demand that the tenant vacate by a date stated in the notice. It does not have to state the reason for the eviction.

The landlord may give the Notice to Vacate to the tenant in the following ways:

1. By personal delivery to the tenant or any person over 16 years of age residing at the unit;
2. By certified, registered, or regular mail;
3. By attaching it to the inside of the front entry door; or, as an alternative to #1, 2 and 3,
4. By attaching it to the outside of the front entry door in a sealed envelope on which is written the tenant's name, address, and in all capital letters, the words "IMPORTANT DOCUMENT" (or substantially similar language) but only if:
 - There is no mailbox; and
 - The landlord cannot enter the unit because a dangerous animal, keyless deadbolt or an alarm system prevents the landlord from entering the premises or the landlord reasonably believes that harm to any person would result from personal delivery to the tenant or a person residing at the premises or from personal delivery to the premises by affixing the notice to the inside of the main entry door.

If a landlord chooses to affix the Notice to Vacate on the outside of the front entry door in a sealed envelope, as cited above in #4, the landlord must also, not later than 5 p.m. of the same day, deposit a copy of the Notice to Vacate in the mail within the same county in which the dwelling in question is located. The Notice to Vacate is considered delivered on the date that the sealed envelope is both affixed to the outside of the door and is deposited in the mail regardless of the date the notice is received.

EVICCTIONS



Period of Time Declared in the Notice to Vacate

The period of time declared in the Notice to Vacate is calculated from the day on which the notice is delivered. If the landlord has given the tenant a written notice or reminder that rent is due and unpaid, the landlord may include in the Notice to Vacate a demand that the tenant pay the rent or vacate.

Step Two: Eviction Citation and Service by the Constable

If the tenant does not move out by the deadline in the notice, the landlord must file an eviction suit with the Justice of the Peace (JP) court in the precinct in which the property is located. The citation will set a hearing date which must not be less than 10 days nor more than 21 days after the suit is filed. The landlord cannot remove the tenant or the tenant's property until the eviction process is completed unless the tenant abandons the property. However, some leases give the landlord a lien on the tenant's property under which the landlord can seize certain property and hold it until the rent is paid.

After the landlord files the eviction suit, the court clerk will send the eviction citation to the constable's office for delivery to the tenant. A constable will attempt to hand-deliver the citation to the tenant at the tenant's home. After two unsuccessful attempts, the constable may slip the citation under the front entry door or attach it to the front door and mail a copy by first class mail.

Step Three: Trial

The trial is held on the date and at the time stated in the citation. No written answer is required in justice court. A tenant has a right to a jury trial. To request a jury trial, the tenant must file a written demand at the Justice of the Peace and pay a jury fee at least three days before the trial date.

Going to Court

The landlord and the tenant must appear before the Justice of the Peace on the trial date and be prepared to present their case. The judge will make a final decision and sign a judgment stating which party is entitled to possession of the premises.

Complying with the Judgment or Filing an Appeal

If the judgment is in favor of the landlord, the tenant will have five calendar days to make one of two choices:

1. Comply with the judgment by moving out of the dwelling or
2. Appeal the judge's decision.

If the judgment is in favor of the tenant, the landlord also has five days to appeal.



Landlords have wide discretion when picking new tenants. However, there are certain restrictions. Federal and state law protects people from housing discrimination based on race, color, religion, sex, national origin, disability, and familial status. In addition, renters may have additional fair housing rights under local ordinances.

When deciding on a tenant, landlords may use criteria such as criminal history, credit rating, and financial stability. For example, a landlord has a right to ask for proof of income, such as paystubs or W2 statements. The landlord may refuse to lease to someone who will not provide such information.

On the other hand, factors such as a potential tenant's race or gender may not be taken into consideration. A landlord cannot refuse to lease to someone if they do not provide this information or make a decision based on this information.

Fair Housing Requirements

Under the U.S. Fair Housing Act and Texas Fair Housing Act, no one may take any of the following actions in the sale and rental of housing or in mortgage lending based on race, color, religion, sex, national origin, disability or familial status.

It is illegal for anyone to:

Under the U.S. Fair Housing Act and Texas Fair Housing Act, no one may take any of the following actions in the sale and rental of housing or in mortgage lending based on race, color, religion, sex, national origin, disability or familial status.

- Advertise or make any statement that indicates a limitation or preference based on race, religion, color, sex, national origin, disability or familial status. This prohibition against discriminatory advertising applies to all housing including single-family and owner-occupied housing that is otherwise exempt from the Texas Fair Housing Act
- Harass, coerce, intimidate, threaten or interfere with anyone exercising a fair housing right or assisting others who exercise their fair housing rights



Illegal Actions in the Sale and Rental of Housing

Under the U.S. Fair Housing Act and Texas Fair Housing Act, no one may take any of the following actions in the sale and rental of housing or in mortgage lending based on race, color, religion, sex, national origin, disability or familial status in the sale and rental of housing:

- Refuse to rent or sell housing
- Refuse to negotiate for housing
- Advertise housing to preferred groups of people only
- Show apartments or homes in certain neighborhoods only
- Say that housing is unavailable for inspection, sale or rental when in fact it is available
- Set different terms, conditions or privileges for sale or rental of a dwelling
- Provide different housing services or facilities
- Deny access to or membership in a facility or service (such as a multiple listing service) related to the sale or rental of housing
- Refuse to make certain modifications or accommodations for persons with a mental or physical disability

If a Person Has a Disability

If a person has a physical or mental disability that substantially limits one or more major life activities, has a record of such a disability or is regarded as having such a disability, that person is legally protected against housing discrimination based on that disability. Protection against housing discrimination due to a disability also applies for a person associated with you.

A landlord may not:

- Make an inquiry to determine if an applicant for a dwelling, or a person intending to reside in the dwelling, or any person associated with that person has a disability.
- Refuse to let the tenant make reasonable modifications to the dwelling or common use areas, at the tenant's expense, if necessary for the disabled person to use the housing. (Where reasonable, the landlord may permit changes only if the tenant agrees to restore the property to its original condition when the tenant moves.)
- Refuse to make reasonable accommodations in rules, policies, practices or services if necessary so that the disabled person may have equal opportunity to use and enjoy the housing, including public and common-use areas. For example:
 - In a building with a "no pets" policy, a visually-impaired tenant must be allowed to keep a guide dog.
 - At an apartment complex that offers tenants ample, unassigned parking, management must honor a request from a mobility-impaired tenant for a reserved space near their apartment if necessary to assure they can have access to the unit.



When Familial Status Protections Are Available

Unless a building or community qualifies as housing for older persons, the owner or manager may not discriminate based on familial status.

Protection against discrimination based on familial status applies to:

- Families in which one or more children under age 18 live with a parent
- A person who has legal custody of the child or children
- Designees of the parent or legal custodian, with parent or custodian's written permission
- Anyone securing legal custody of a child under age 18
- Pregnant women

What are the protected classes?

Federal and Texas laws prohibit discrimination based on the following protected classes:

- Race
- Color
- Religion
- National Origin
- Sex
- Disability (meaning a "physical or mental impairment which substantially limits one or more of [a] person's major life activities, a record of having such an impairment, or being regarded as having such an impairment.")
- Familial Status.

For San Antonio residents, additional protections include marital status, sexual orientation, gender identity, age, source of income for veterans, and status as a student.