



LANDLORDS RIGHT-TO-ENTER

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The right to enter is the term used to describe the provisions in which the landlord/management has right to enter the unit or dwelling. Normally the lease agreement contains information on what constitutes the right to enter.

Assume they have no right to enter unless stated on the lease, with the exception of emergencies, routine inspections or repairs. Below is a list of exceptions from the Texas Apartment Association (TAA).

- Performing maintenance repairs or replacements, such as:
 - Air Filters
 - Smoke Detectors
 - Appliances provided by landlord
 - Security devices
 - Removing or rekeying unauthorized security devices
 - Pest Control
- To Leave a Notice
- To Remove Unauthorized Window Coverings
- Estimating repair or refurbishing costs
- To retrieve unreturned tools, equipment, or appliances
- To prevent waste of utilities
- To exercise a contractual lien
- To stop excessive noise
- To remove health or safety hazards (including hazardous materials), or items prohibited under TAA rules
- To remove perishable foodstuffs if electricity is disconnected
- To remove unauthorized animals
- To cut off electricity according to statute
- To retrieve property owned or leased by former residents
- To inspect when immediate danger to person or property is reasonably suspected
- To allow persons to enter as you authorized in your rental application (if you die, are incarcerated, etc.)
- To allow entry by a law officer with a search or arrest warrant, or in hot pursuit
- To show apartment to prospective residents (after move-out or vacate notice has been given)
- To show apartment to government inspectors, fire marshals, lenders, appraisers, contractors, prospective buyers, or insurance agents





IMPORTANT NOTICE
PLEASE READ IMMEDIATELY

NOTICE TO ENTER

Notice is only required if the lease explicitly states so. However, it is common for the landlord to provide notice that they will be entering the unit.

If no requirement is on the lease for advance notice and the landlord is taking advantage of entering the dwelling, the tenant may notify the landlord requesting notice prior to entering.

According to the Texas Apartment Association (TAA), their lease has no requirement for advance notice. Their requirement is for the landlord to provide a note after entering the dwelling if the tenant is not home. The note must include details on the purpose of entrance.

EMERGENCY SITUATIONS

Notice is not required if there is an emergency in the dwelling. In emergency situations the landlord has the obligation and right to enter the unit to ensure safety and security of the tenants and property.

PRIVACY RIGHTS

Tenants have the reasonable right to privacy in their dwelling. Landlords are only allowed to enter the dwelling for purposes listed on the lease or the TAA list.

If the landlord oversteps and enters the property outside of the normal bounds, the tenants have the right to request notice and place terms for entering their dwelling. This should be done in writing by the tenant for official record.



This resource is brought to you by Council Member Letitia Plummer, At-Large 4
Phone: 832-393-3012
Email: atlarge4@houston.tx.gov

 @cmplummer4  @cmplummer4

 Council Member Letitia Plummer



TENANT EDUCATION

For more information and tenant education documents, visit the At-Large 4 Tenant Education website by scanning the QR code.