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1.

A landlord is obligated to make all repairs that affect the material health and safety of the tenant. The duty extends to items needing repair due to ordinary wear and tear, as long as the repair was not caused by the tenant's damage or misuse. The tenant must provide notice to the landlord of these items needing repair, and the tenant must not be in arrears on their rental obligation when they give the notice.

(a) replace the stained carpet in the living room

The landlord is not likely responsible for replacing the carpet in the living room. Unless the carpet affects the material health and safety of Tenant, the landlord is not responsible for replacing the carpet. There are no facts to indicate that the stain is anything more than cosmetic. Additionally, the carpet was likely stained by the tenant, and therefore the landlord is not obligated to pay for the costs of replacement, either.

(b) repaint the master bedroom

The landlord is not responsible for the repainting the master bedroom. This is a cosmetic change the tenant would like to make. The current color does not affect the material health and safety of the tenant, and therefore the landlord is not liable.

(c) add ceiling fans to each bedroom

The landlord is not responsible for adding a ceiling fan to each bedroom. Again, this a request by the tenant for economic reasons, to save money on the electricity bill. The landlord is not responsible for adding ceiling fans when the reason for the fans does not relate to the material health and safety of the tenant.

2.

The landlord should immediately replace the malfunctioning smoke alarms. Under the Texas Property Code, the landlord has a special duty to inspect and ensure that every residential unit is outfitted with the required amount of functioning smoke alarms. In addition, the landlord has a duty to inspect and ensure the smoke alarms are in good, working order even without a request by the tenant. Therefore, the landlord must immediately fix the smoke alarms, and may not charge the tenant for the repairs, unless they are not working because of an action by the tenant.

3. The landlord may need to rekey the locks, but is not required to provide security guards. Under the Texas Property Code, the landlord has a duty to ensure that all safety devices are working and in good condition. Here, there doesn't appear to be anything wrong with the lock, the tenant is just requesting the lock be rekeyed. If the current lock was rekeyed after the previous tenant left, as required by the Texas Property Code, and the lock is working, the landlord may rekey the lock upon the tenant's request. However, if the lock is in good, working condition, than the tenant will have to pay to have the locks rekeyed.

The landlord is not responsible for hiring security guards at the complex. Under the Texas Property Code, a landlord is not responsible for the criminal acts of others unless their actions has increased the likelihood of criminal activity on the premises. Without any facts indicating

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that the landlord's negligence has increased the likelihood of criminal activity, the landlord has no liability to provide security guards to make the tenants feel more safe.

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**1. Landlord should respond that she is not obligated to replace the stained carpet, repaint the bedroom, or add ceiling fans as these conditions do not materially affect Tenant's health and safety.**

Pursuant to the TX Property Code, a residential landlord must repair any defects or conditions on the leased that materially affects the health and safety of an ordinary tenant. As a prerequisite to the duty to repair, a tenant must (1) send written notice of the defects or condition to the landlord; and (2) be current with all rent obligations at the time the notice was sent. A landlord does not have a duty to repair or replace those conditions and defects that do not materially affects the health and safety of an ordinary tenant, unless the lease agreement states otherwise.

Here, Tenant signed a residential lease with Landlord and has timely paid all rent owed under the lease. Thus, landlord will be responsible for repairing those conditions and defects that materially affects the health and safety of an ordinary tenant and only those conditions, as the facts do not state the presence of any other agreement by the landlord to make additional repairs. Tenant made a written request to Landlord asking her to replace the carpet, repaint the master bedroom, and add ceiling fans in the bedrooms in order to cut down on the electricity bills. None of these conditions materially affect Tenant's health or safety as these are all cosmetic issues. Thus, the TX Property Code imposes no duty for Landlord to comply with the requests, and unless Landlord agreed to do any of the preceding, she is not obligated to do so.

**2. Landlord should respond that she will repair both of the malfunctioning smoke alarms.**

As stated above, the TX Property Code imposes statutory obligations on the lessor of residential property. Among those duties is the duty to install, maintain, inspect, and keep in good repair smoke detection devices. The smoke detectors must be maintained at the landlord's expense unless the tenant tampered with the smoke detector or caused it to function improperly. Here, Tenant has sent written notice to Landlord of the apartment's malfunctioning two smoke alarms. Thus, Landlord has a statutory duty to repair or replace the smoke alarms.

**3. Landlord should respond that she will rekey the locks at Tenant's expense, but that she is not obligated to furnish security guards at the apartment complex.**

As stated above, the TX Property Code imposes statutory obligations on the lessor of residential property. While the lessor is generally obligated to ensure that safety devices, such as door locks and windows, are installed and properly working, a landlord is not obligated to take every additionally measure to ensure the safety of its tenants. Here, Tenant made a written request that Landlord rekey the apartment's locks and furnish security guards. Landlord may be obligated to rekey the locks; however, unless there is a defect or other problem with the locks, it will be done at Tenant's expense. Regarding the security guards, Landlord is not obligated under the TX Property Code to furnish security guards. Thus, Landlord may rightfully refuse to do so.

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The Landlord may properly deny the request to replace the carpets, repaint the walls, install fans, and furnish security guards. However, the Landlord must repair at his own expense the malfunctioning security alarms. The Landlord must also rekey the locks but may charge the Tenant for such rekeying if it is not necessitated by normal wear and tear or malfunctioning.

**(1) Carpets, Repaint, and Fans**

The Landlord should properly deny the tenant's request to replace the stained carpets, repaint the master bedroom, and add ceiling fans to the apartment complex. Landlord is under a duty to repair and replace any items that pose a risk to the health and safety of the Tenant. First, any stains on the carpet in the living room shall be paid for and repaired by the Tenant. A Landlord is not obligated to clean up the stained carpets caused by Tenant. Additionally, Landlord may not require reimbursement from the Tenant for any amounts to clean up the carpet beyond normal wear and tear. Here, the tenant has requested that the carpet in the living room be replaced in the living room. Because such stains are not affecting the health and safety of the Tenant, as implied by the Tenant having already lived in the apartment for one year already, this cost shall be borne by the Tenant and Landlord can properly deny such a request. Second, as with the carpet, repainting of the walls shall likewise be denied. A Landlord will not be obligated to paint the walls of a building so long as it does not affect or pose risk to the health and safety of the Tenant. Because the Tenant has lived at the complex for a year already, it implies that there is no risk to the health and safety of the Tenant. Therefore, the Landlord may properly deny such a request. Lastly, the fans request shall properly be denied. A Landlord is not required to install a fixture into the apartment complex that was not previously in the apartment complex or contracted for at the time the tenancy begun. Here, the Tenant has requested the addition of ceiling fans, a fixture, to each bedroom in the hopes to reduce his electricity bill which Tenant is responsible for. The Landlord is not required to comply with such a request. However, the Tenant, at his own expense, may upon approval from the Landlord, install such fans at Tenant's own personal expense. However, such installation will likely be required to remain in the apartment complex (unless the parties contract/agree otherwise) upon the expiration of the tenancy. Therefore, the Landlord may properly deny the Tenant's request to install ceiling fans to the apartment complex but the Landlord may consider agreeing to allow the Tenant to install ceiling fans to reduce his electricity bill at Tenant's own expense.

**(2) Smoke Alarms**

Because Tenant has timely paid all rent owed under the lease and has provided written notice of the malfunctioning smoke alarms, Landlord has a duty to replace the smoke alarms. Under the warranty of habitability, a Landlord has a duty to protect a Tenant from any conditions that may affect the physical health and safety of the Tenant. In regards to security devices, such as smoke alarms, a Tenant who is not delinquent in rent payments and who has properly notified the Landlord, is entitled to have the Landlord replace or repair such devices at no cost to the Tenant so long as it was not due to the Tenant's misuse that causes the need for repair or replacement. Here, the smoke alarms are malfunctioning. Additionally, Tenant is not delinquent in rent and has properly notified Landlord in writing of the need to replace the malfunctioning smoke alarm. Therefore, so long as the malfunctioning is not due to the Tenant's misuse (which is unlikely), the Landlord will be required to respond to the Tenant that it will replace or repair the malfunctioning smoke detector at no cost to the Tenant and within a reasonable period of time from the date notice was provided to the Landlord.

**(3) Locks and Security Guards**

In response to the Tenant's request, Landlord should properly grant the request to rekey

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the apartment locks and deny the request to furnish security guards. First, a Landlord, owes a duty to a Tenant to keep the Tenant safe from anything that may affect the health and safety of the Tenant. As such, Landlords are required to fix any broken security devices (such as keys or locks) in addition to rekeying doorknobs upon request. Although Landlords are required to rekey doorknobs at no cost to Tenant upon the start of a new tenancy to prevent previous tenants from entering, that is not the case here. Tenant is currently in his second year of residence at the apartment complex. Therefore, unless the lock is in some way malfunctioning due to no part of misuse by the Tenant, the Landlord will be required to rekey the lock in order to secure the safety of its Tenants but any cost of such rekeying shall be borne by the Tenant if such malfunctioning of the lock or if the rekeying is necessitated by the Tenant having lost the key.

Second, the Landlord should properly deny the request to furnish security guards. A landlord is required to make a complex safe by securing the apartment complexes with door locks. However, the Landlord is not required to take on an additional expense of furnishing security guards at tenant's request if that is not what the parties contracted for in the Landlord-Tenant lease contract. Here, there is no mention in the facts that the Landlord promised to furnish security guards at the apartment complex in the Landlord-Tenant lease. Without such a contractual provision, there is no Texas property code that mandates the Landlord to furnish security guards. Therefore, the request to furnish security guards should properly be denied.

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