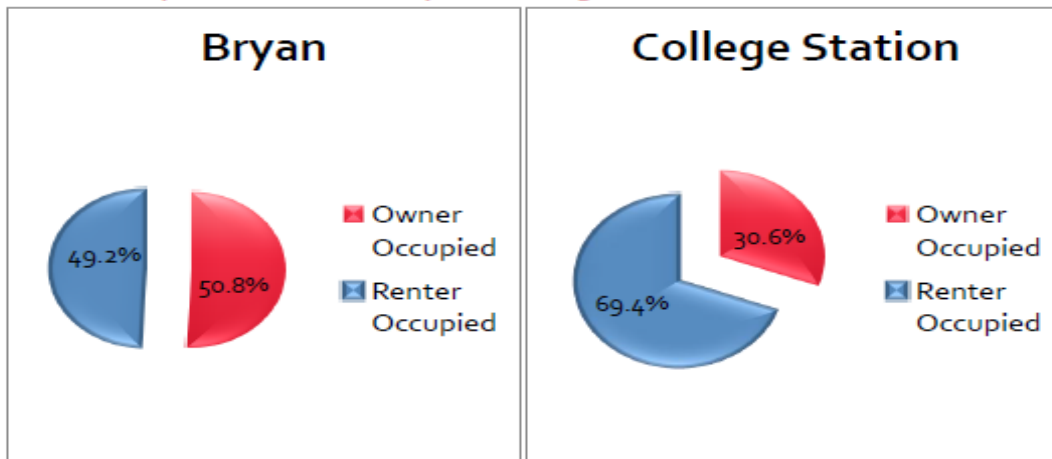




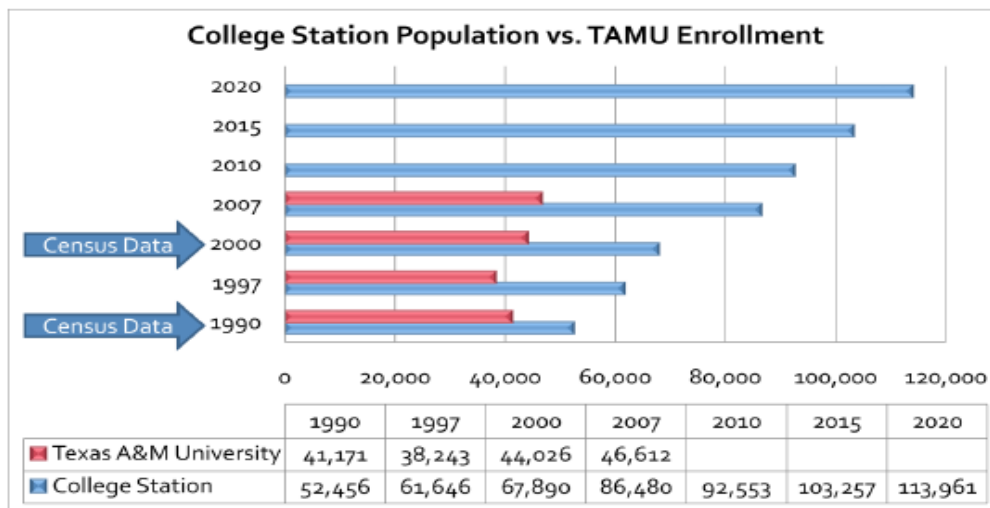
## Living Among Aggies

### Owner Occupied vs. Renter Occupied Housing



College Station is home to 20% more renters than Bryan, another phenomenon that is likely due to the large number of students who live off campus. In 2000 it was estimated that about 15% of all residents live in on-campus housing, private dormitories and Greek housing. It was estimated that the remaining 85% live in households. Remembering that the census returned a population of 67,890 for the city, we can estimate that nearly 58,000 residents lived in households. If 69.4% of those households were renter occupied, then over 40,000 residents lived in the 17,145 renter occupied homes. That's an average of 2-3 renters per household.

### Estimated Populations



College Students have been counted in the population of College Station since the 1950 Census. Currently, the enrollment of Texas A&M University is equal to about 54% of the estimated population. Between 1990 and 2000, the city of College Station experienced a population growth of 29.4%; it is estimated that in the last seven years the city has grown by 27.4%. It can be expected that students will continue to be around half of the city's population throughout the culmination of Vision 2020, when the university will cap admissions at 50,000 students.



**Cherry Ruffino**  
REALTORS

# College Station Census Housing Facts

U.S. Census Bureau

AMERICAN  
**FactFinder**



DP04

SELECTED HOUSING CHARACTERISTICS

2008-2012 American Community Survey 5-Year Estimates

**Note:** This is a modified view of the original table.

Supporting documentation on code lists, subject definitions, data accuracy, and statistical testing can be found on the American Community Survey website in the Data and Documentation section.

Sample size and data quality measures (including coverage rates, allocation rates, and response rates) can be found on the American Community Survey website in the Methodology section.

Although the American Community Survey (ACS) produces population, demographic and housing unit estimates, it is the Census Bureau's Population Estimates Program that produces and disseminates the official estimates of the population for the nation, states, counties, cities and towns and estimates of housing units for states and counties.

Subject	Texas		College Station city, Texas		
	Estimate	Percent	Estimate	Margin of Error	Percent
<b>HOUSING OCCUPANCY</b>					
Total housing units	9,978,137	9,978,137	37,220	+/-573	37,220
Occupied housing units	8,782,598	88.0%	32,885	+/-612	88.4%
Vacant housing units	1,195,539	12.0%	4,335	+/-543	11.6%
Rental vacancy rate	9.6	(X)	8.0	+/-1.7	(X)
<b>HOUSING TENURE</b>					
Occupied housing units	8,782,598	8,782,598	32,885	+/-612	32,885
Owner-occupied	5,609,007	63.9%	11,536	+/-518	35.1%
Renter-occupied	3,173,591	36.1%	21,349	+/-646	64.9%
<b>GROSS RENT</b>					
Occupied units paying rent	2,988,548	2,988,548	20,600	+/-639	20,600
\$200 to \$299	68,177	2.3%	94	+/-73	0.5%
\$300 to \$499	216,475	7.2%	611	+/-172	3.0%
\$500 to \$749	844,252	28.2%	6,214	+/-583	30.2%
\$750 to \$999	865,427	29.0%	6,050	+/-590	29.4%
\$1,000 to \$1,499	712,449	23.8%	4,810	+/-558	23.3%
\$1,500 or more	236,880	7.9%	2,785	+/-427	13.5%

Data are based on a sample and are subject to sampling variability. The degree of uncertainty for an estimate arising from sampling variability is represented through the use of a margin of error. The value shown here is the 90 percent margin of error. The margin of error can be interpreted roughly as providing a 90 percent probability that the interval defined by the estimate minus the margin of error and the estimate plus the margin of error (the lower and upper confidence bounds) contains the true value. In addition to sampling variability, the ACS estimates are subject to nonsampling error (for a discussion of nonsampling variability, see Accuracy of the Data). The effect of nonsampling error is not represented in these tables.

The median gross rent excludes no cash renters.

In prior years, the universe included all owner-occupied units with a mortgage. It is now restricted to include only those units where SMOCAP1 is computed, that is, SMOC and household income are valid values.

## Retaliation: Subchapter H, Chapter 92, Texas Property Code

Subchapter H of the Texas Property Code was enacted by the 74th Texas Legislature, effective January 1, 1996. The new subchapter is composed primarily of former Sections 92.057 and 92.059 of the Property Code. It prohibits a landlord from retaliating when a tenant pursues a repair-and-deduct option. Subchapter H contains Sections 92.331 through 92.334.

### Can landlords retaliate?

Landlords are prohibited from retaliating against a tenant who:

- (1) in good faith exercises or attempts to exercise against a landlord a right or remedy granted to the tenant by lease, municipal ordinance, or federal or state statute,
- (2) gives a landlord a notice to repair or exercise a remedy under this chapter or
- (3) complains to a governmental entity responsible for enforcing building or housing codes, a public utility, or a civic or nonprofit agency, and the tenant:
  - claims a building or housing code violation or utility problem and
  - believes in good faith that the complaint is valid and that the violation or problem occurred or
- (4) establishes, attempts to establish or participates in a tenant organization (Section 92.331[a]).

### What type of retaliatory actions are prohibited?

Basically, for six months after the date the tenant undertakes an action described in Section 92.331(a), the landlord may not retaliate by:

- filing an eviction proceeding, except for the grounds stated in Section 92.332 (discussed later),
- depriving the tenant of the use of the premises, except for reasons authorized by law,
- decreasing services to the tenant, increasing the tenant's rent or terminating the tenant's lease or
- engaging, in bad faith, in a course of conduct that materially interferes with the tenant's rights under the tenant's lease (Section 92.331[b]).

### What defenses do landlords have?

According to Section 92.332, a landlord is not liable if the actions were not taken for purposes of retaliation. However, liability remains whenever the landlord violates a court order under Section 92.0563 by:

- increasing rent under an escalation clause in a written lease for utilities, taxes, or insurance or
- increasing rent or reducing services as part of a pattern of rent increases or services reduction for an entire multi-dwelling project.

### What if an eviction or lease termination occurs within the six-month period?

No eviction or lease termination shall be deemed retaliatory if based on one of the following:

- the tenant is delinquent in rent when the landlord gives notice to vacate or files an eviction action,
- the tenant, a member of the tenant's family, or a guest or invitee of the tenant intentionally damages property on the premises or by word or conduct threatens the personal safety of the landlord, the landlord's employees or another tenant,
- the tenant materially breaches the lease, other than by holding over, by an action such as violating written lease provisions prohibiting serious misconduct or criminal acts, except as provided by this section,
- the tenant holds over after giving notice of termination or intent to vacate,
- the tenant holds over after the landlord gives notice of termination at the end of the rental term and the tenant does not take action under Section 92.331 until after the landlord gives notice of termination or
- the tenant holds over and the landlord's notice of termination is motivated by a good faith belief that the tenant, a member of the tenant's family, or a guest or invitee of the tenant might:
  1. adversely affect the quiet enjoyment by other tenants or neighbors,
  2. materially affect the health or safety of the landlord, other tenants or neighbors or
  3. damage the property of the landlord, other tenants or neighbors (Section 92.332[b]).



## Residential Landlord's Duty to Return Security Deposits: Subchapter C, Chapter 92, Texas Property Code

Subchapter C of the Texas Property Code governs security deposits (Section 92.001 through Section 92.109). The sections are addressed in numerical order. When possible, the statutes have been restated in common terms.

### Which leases are covered?

The subchapter applies to all residential leases regardless of when they were executed [Section 92.101].

### How is the term *security deposit* defined?

Effective September 1, 1995, a security deposit is defined as any advance of money, other than a rental application deposit or an advance payment of rent, intended primarily to secure performance of the residential lease that has been entered by both a landlord and tenant (Section 92.102). No language dictates the size of the deposit; the amount is strictly negotiable.

### When should landlords return a deposit?

The landlord is required to return the tenant's security deposit on or before 30 days after the tenant surrenders the premises (Section 92.103). The tenant need not give advance notice of the surrender as a condition for the refund **except when the lease so provides**. Even then, the requirement must be underlined and placed in conspicuous bold print.

If the landlord is in bankruptcy when the refund is required, the tenant's right to the deposit takes priority over the claim of any creditor, including a trustee in bankruptcy.

### Must the security deposit be mailed by the landlord or received by the tenant within 30 days after surrender of the premises?

According to Section 92.1071, a landlord must mail the security deposit (and an accounting if deductions are made). The letter must be placed in the U.S. mail and postmarked on or before the end of the 30-day period. It does not have to be received by the tenant within the 30 days.

### What charges may be deducted from a security deposit?

Some charges may be deducted from the security deposit (Section 92.104). The landlord may deduct damages and charges for which the tenant is legally liable under the lease or as a result of its breach. However, no charges are allowed for normal wear and tear. The phrase *normal wear and tear* is

defined as "deterioration that results from the intended use of a dwelling . . . but term does not include deterioration that results from negligence, carelessness, accident or abuse of the premises, equipment or chattels by the tenant, by a member of the tenant's household or by a guest of the tenant" (Texas Property Code, Section 92.001[4]).

Although there is a statutory definition of normal wear and tear, there has been no case law to amplify its meaning. Consequently, the determination is on a case-by-case basis with no fact situations as precedents.

The landlord is required to give the tenant a written, itemized list of all the deductions except when

- the tenant owes rent at the time of the surrender and
- the amount of rent owed is not disputed.

### How and when should the unit's condition be verified?

Deductions from the security deposit are one of the major areas of dispute between the landlord and tenant. The problems center on (1) whether the unit's condition justified a cleanup, (2) whether a defect was caused by the tenant or resulted from normal wear and tear and (3) the amount of any justified repairs on cleanup. Unless proper precautions are taken by the landlord and tenant, proving the unit's condition both at the move-in and time of surrender may be difficult.

Part of the problem lies with the different motivations of the parties at the critical times. When showing the unit, the landlord tends to accentuate the unit's positive aspects and downplay the negative. When the tenant moves out, the landlord tends to accentuate the negative aspects of the unit to justify deductions from the security deposit. Obviously, the tenant takes the opposite side each time.

Consequently, accumulation and preservation of objective evidence of the unit's condition at the crucial times are imperative. Both parties should be amiable to one or more of the following suggestions.

Perhaps the easiest way to document defects, flaws, needed repairs, dirty spots, unclean appliances and so forth is for the landlord and tenant to conduct a walk-through and list problems as they are discovered. After the walkthrough, the list should be dated and signed. Both the landlord and tenant may wish to reserve the right to document other problems discovered within a certain period after move-in or move-out.