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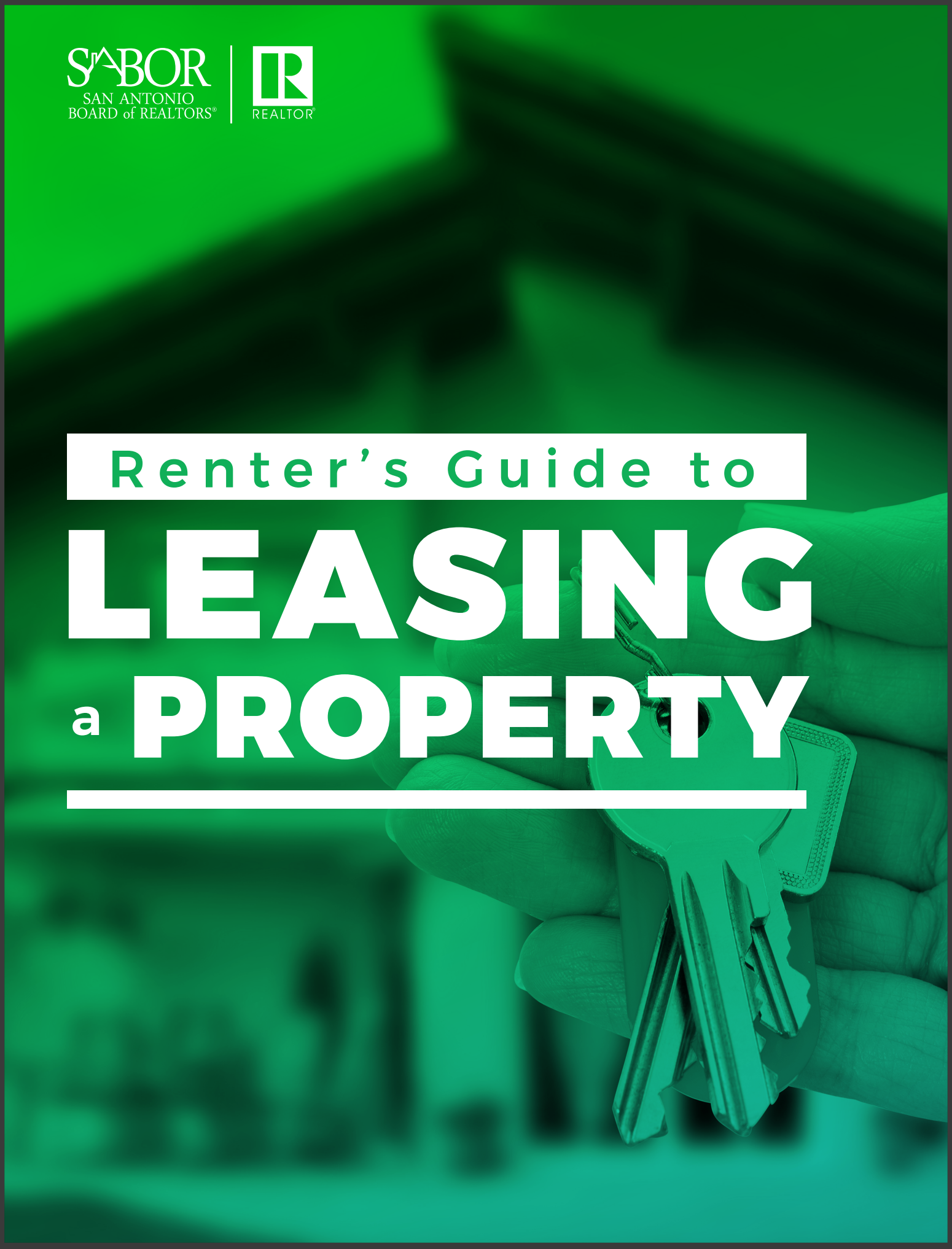
Renter's Guide to LEASING a PROPERTY



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At times, choosing where to live can be a challenge. A tenant wants an accountable landlord who will make repairs and respond to other problems in the rental unit. The process of finding a safe, affordable place to live requires time, effort and consideration on the renter's part. The San Antonio Board of REALTORS® has created this comprehensive guide to help tenants during the selection process for housing and provide common standards for renting a property 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.

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The Texas Property Code, §92.101 – §92.109, protects the right of renters regarding their security deposit. The law states that the landlord has 30 days after the tenant surrenders the premises to refund the security deposit. If the tenant fulfills the lease contract and leaves the unit in good condition except for normal wear and tear, the security deposit is always refundable; a tenant can never waive their right to a refund of the security deposit. However, the landlord can keep part of the deposit but only if the non-refundable portion has a different name, such as a "redecorating fee" or a "make-ready fee." If the landlord retains all or part of a security deposit, the landlord is required to give to the tenant a written description and itemized list of all deductions providing the tenant meets certain conditions.

Security Deposit Limits

There are no set limits on how much a landlord may charge for a damage/security deposit under state law. However, city ordinances may limit how much a landlord can charge for these types of deposits.

Return of the Security Deposit by Landlord

A landlord must refund a security deposit to the tenant on or before the 30th day after the date the tenant surrenders the premises. A landlord may require that a tenant give advance notice of surrender as a condition for refunding the security deposit. However, it is only effective if the requirement is underlined or is printed in conspicuous bold print in the lease.

Deduction from Security Deposit

Before returning a security deposit, the landlord may deduct from the deposit damages and charges for which the tenant is legally liable under Texas security deposit laws or because of breaching the lease. The landlord may not retain any portion of a security deposit to cover normal wear and tear.

Withholding Last Month's Rent

The tenant may not withhold payment of any portion of the last month's rent on grounds that the security deposit is to be used for unpaid rent.

Foreclosure

In the event of foreclosure or bankruptcy of the landlord, a tenant's claim to the security deposit takes priority over any creditor or trustee claim to the landlord's assets.

Note: State laws are always subject to change through the passage of new legislation, rulings in the higher courts (including federal decisions), ballot initiatives, and other means. While we strive to provide the most current information available, please consult an attorney or conduct your own legal research to verify the state law(s) you are researching.

All rental units including apartments, duplexes, condos, and single-family homes must have smoke detectors as required by the Texas Property Code §92.251 – §92.263, Subchapter F.

How Many Smoke Detectors Are Required?

At least one smoke detector must be installed outside of each bedroom. However, if bedrooms are off of the same corridor, the landlord may install instead at least one smoke detector in that corridor in the immediate vicinity of the bedrooms. Efficiency apartments must have one smoke detector inside the unit.

How Can a Tenant Get a Smoke Detector?

The smoke detectors should be in place before the tenant moves in. If they are not, a landlord must install one when a tenant makes a request for the landlord to do so. A written lease can require that the request be in writing. Because verbal requests are difficult to document, it is usually best to make requests in writing whether or not the lease requires it.

The Landlord Must Inspect or Repair

The landlord is supposed to inspect and test any smoke detector when a tenant first moves in. After that, the landlord must inspect or test the smoke detector whenever the tenant requests it or gives notice of a problem. The lease may require that the request or notice be in writing, but as stated before, it is usually best to put all requests in writing.

There are also limitations on the obligation of a landlord to inspect or repair a smoke detector. If damage or malfunction to the smoke detector is caused by the tenant, friends, or guests, the landlord is not required to repair or replace the damaged smoke detector unless the tenant pays in advance for reasonable cost of repair or replacement.

What if the Landlord Refuses to Install One?

If the landlord does not install, inspect, or repair the required smoke detector within seven days of receiving a written request and notification that the tenant may exercise rights under the Smoke Detector Subchapter of the Texas Property Code.

Tenant Liabilities

A tenant can be held liable for resulting damages if the tenant removes a battery from a smoke detector without immediately replacing it with a working battery or knowingly disconnects or intentionally damages a smoke detector, causing it to malfunction. Additionally, a lease between the landlord and tenant may allow the landlord to seek a court order directing the tenant to comply with the notice and to pursue civil penalties of one month's rent, plus $100, plus attorney's fees and court costs. This lease clause must be in underlined or **bold** print, and the landlord must give the tenant a separate seven-day written notice to correct the situation before the landlord can go to court.

Other key notes regarding smoke detectors:

1. The tenant must have the rent paid in full when requesting installation or inspection of a smoke detector to hold the landlord liable if the landlord does not act on the request. Repairs of conditions that threaten the health or safety of a tenant;
2. If either the tenant or the landlord files suit in court to harass the other party, they can be held liable for a civil penalty of one month's rent plus $100, plus attorney's fees and court costs.
3. The tenant cannot waive (give up) the right to have a smoke detector, even in a written lease.
4. The tenant is responsible for replacing batteries if the smoke detector was in good working order when the tenant took possession.
5. If requested by a tenant as an accommodation for a person with a hearing-impairment or as required by law as a reasonable accommodation for a person with a hearing-impairment, a smoke detector must, in addition to complying with all other requirements, be capable of alerting a hearing-impaired person in the bedrooms it serves.

Tenants have the right to have any condition that threatens their health or safety repaired by the landlord. Subchapter B of Chapter 92 of the Texas Property Code (§92.051 – §92.062) describes the process a tenant must follow to enforce repair rights and provides specific remedies for a tenant if the landlord fails to make the repairs. By giving the proper notices, a tenant can obtain repair remedies as soon as legally possible. Those remedies, described below, depend on the repair problem.

One important exception to the landlord's duty to repair exists in the law. 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 120° Fahrenheit;
4. Smoke detectors; and
5. Secure locks on all doors and windows, including a keyless bolting device.

If the landlord won't make repairs needed to protect your health, safety, or security, and you follow the procedures required by law, you may be entitled to:

- End the lease;
- Have the problem repaired and deduct the cost of the repair from your rent; or
- File suit to force the landlord to make the repairs.

To recover under one of the methods above, you MUST follow these steps:

1. Send the landlord a dated letter by certified mail, return receipt requested, or by registered mail, outlining the needed repairs. You may also deliver the letter in person. Keep a copy of the letter. Be sure that your rent is current when the notice is received.
2. Your landlord should make a diligent effort to repair the problem within a reasonable time after receipt of the notice. The law presumes seven days to be a reasonable time, but the landlord can rebut this presumption. If the landlord has not made a diligent effort to complete the repair within seven days and you did not have the first notice letter delivered to your landlord via certified mail, return receipt requested, or via registered mail, you will need to send a second notice letter regarding the needed repairs.
3. If the landlord still has not made diligent efforts to repair the problem within a reasonable time after receipt of the notice letter sent by certified mail, return receipt requested, or by registered mail, you may be entitled to terminate the lease, repair the problem and deduct the cost from your rent, or get a court to order that the repairs be made. You should consult with an attorney before taking any of these actions.

Under Texas law, it is illegal for a landlord to retaliate against you for complaining in good faith about necessary repairs for a period of six months from the date you made such a complaint. However, you can be evicted if you fail to pay your rent on time, threaten the safety of the landlord, or intentionally damage the property.

You do not have a right to withhold rent because the landlord fails to make repairs when the condition needing repair does not materially affect your physical health or safety. If you try this method, the landlord may file suit against you.

A landlord can charge any amount he or she wishes for rent. There are no limits to increases, as long as the lease is expired (or will soon expire) and a proper notice is given. Tenants have a responsibility to pay rent to their landlord as stipulated in the lease whether the lease is oral or written. Either type of lease is a contract binding on both parties.

How to Pay

Tenants should be clear about the terms of how the landlord will accept the rent payments. Is it permissible to mail the money? Should rent be hand-delivered? Can you drop your payment in the landlord's mailbox or on-site management drop slot?

If a lease allows rent to be mailed to the landlord and the lease does not state that rent must be received within a grace period, rent is considered paid on the date of the postmark (that is, rent is paid if it is postmarked on the last day it is due). With Texas Apartment Association and Texas REALTORS® leases, the postmark is not considered timely payment. The TAA and Texas REALTORS® leases state that rent must be received within the grace period (not after).

The same rule applies if the lease does not say whether rent can be mailed or not and a pattern of mailing is established. Under these circumstances, the tenant is permitted to mail the rent unless a written notice is received from the landlord indicating that the payment arrangements will change in some way.

The risk of placing any payment in the drop box or mailbox is that it could be lost, misplaced, or stolen. The burden of proof would be on the tenant to show how or when the rent was paid. Therefore, the tenant should bring a witness when the money is deposited. For example, two neighbors could witness each other's rent payment.

If a tenant uses cash or a money order for the rent payment, a receipt should be obtained from the landlord at the time rent is paid. In fact, the landlord is required by Section 92.011 of the Texas Property Code to provide a written receipt for a cash rental payment. If the landlord violates this law, the tenant can recover $500 or one month's rent, whichever is greater, plus court costs and attorney's fees.

If a tenant pays with a money order, the money order should include the tenant's name, address, and the month of the rent payment. If payment is made through the mail or drop box, the tenant should get a written acknowledgment as soon as possible that the landlord received the money so that there is never a question about whether rent was paid by the due date.

If Rent is Late

The landlord has the option to follow legal means for eviction for nonpayment of rent or late payment of rent if not paid on or before the due date. The best policy for a tenant is to be in the habit of paying rent by the date due.

If the rent is going to be late, the tenant should contact the landlord and attempt to reach an agreement with the landlord to get the rent current. It is best for the tenant to get a clear agreement in writing that the landlord will accept the late rent on a certain date and, in exchange, will allow the tenant to continue under the original lease agreement. There is no requirement that a landlord give a tenant a grace period to pay delinquent rent.

If the landlord accepts late rent before giving the tenant written notice to vacate for failing to pay rent on time, the landlord gives up the right to evict for late payment of rent.

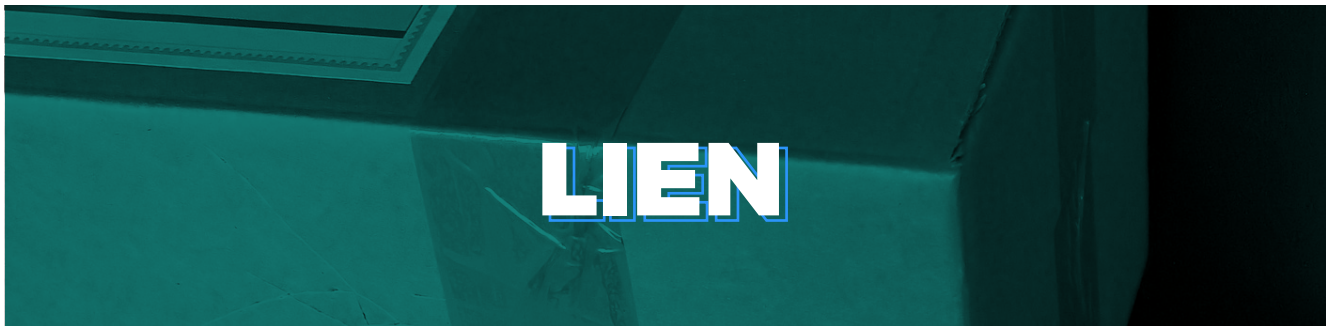
Late Fees

Most lease agreements state that rent is due on a specific date. Sometimes, the actual due date and the date when late fees will begin to be charged is different. The Texas Property Code, Section 92.019, states that a landlord may not charge a tenant a late fee for failing to pay rent unless:

1. Notice of the fee is included in a written lease;
2. The late fee is reasonable ; and
3. Any portion of the tenant's rent has remained unpaid two full days after the date the rent was originally due.

If the landlord violates this law, the tenant can recover $100, three times the amount of the late fee wrongfully charged, and reasonable attorney's fees.

Any provision in the rental lease that purports to waive a right or exempt a party from liability or duty of the late fee requirements is void.



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.

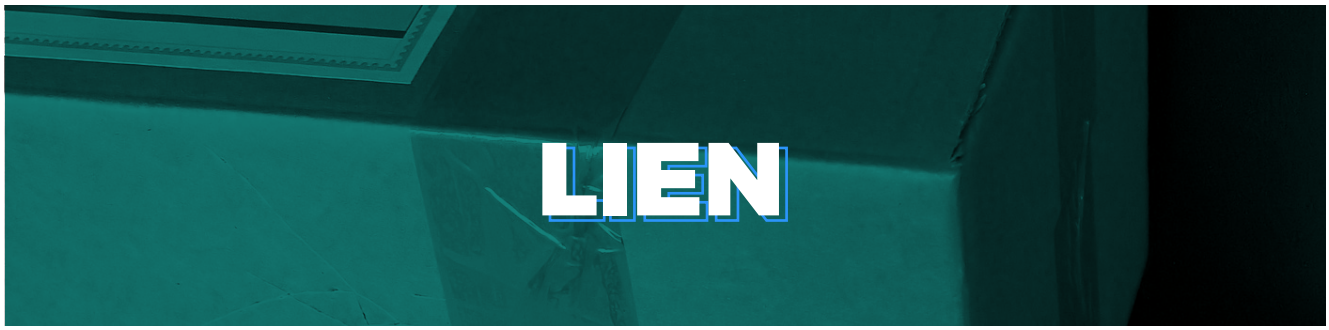
If the lease gives the landlord a lien on the tenant's property and authorizes the landlord to seize property for unpaid rent, the landlord may only seize the tenant's property if it can be accomplished without a breach of the peace. In other words, a tenant does not have to permit a landlord to enter 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.

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

- The notice and list must be left in a conspicuous place within the dwelling.
- 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.
- 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.

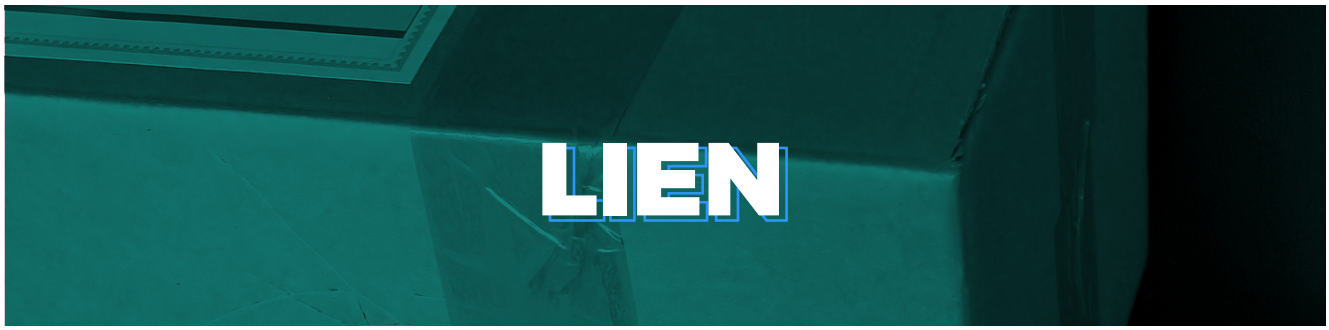


What a Landlord CANNOT Seize

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

- Wearing apparel — includes clothes and jewelry, such as rings or watches;
- Tools, apparatus, and books of a trade or profession;
- School books;
- A family library;
- Family portraits and pictures;
- One couch, two living room chairs, and a dining table and chairs;
- Beds and bedding — includes not only the bed, but also the sheets, pillows, and blankets;
- Kitchen furniture and utensils — includes all the kitchen appliances, pots, pans, skillets, toasters, microwaves, food processors, and coffee makers;
- Food and foodstuffs;
- Medicine and medical supplies;
- One automobile and one truck — this does not cover motorcycles, bicycles, or a second vehicle;
- Agricultural implements;
- Children's toys not commonly used by adults — includes dolls and small bicycles;
- 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
- 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.



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.

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

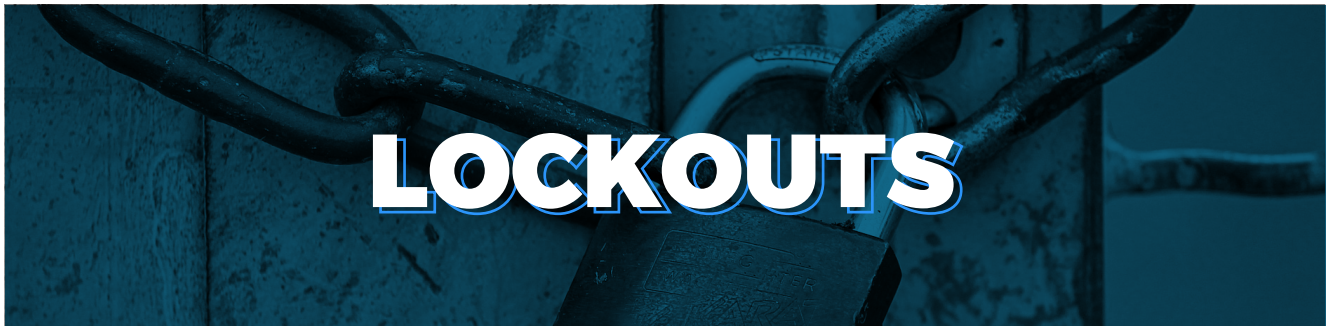
A landlord can try to sell the seized items to recover the money that is owed by the tenant. A landlord can sell the seized property only if it is authorized in a written lease. The landlord must give the tenant a notice at least 30 days before the sale. It must be sent by both first class and certified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

- The date, time, and place of the sale;
- An itemized account of the amount owed by the tenant to the landlord; and
- 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.



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.

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, permanently lock a tenant out without going through the eviction process.

In short, the lockout law says:

- The lease must include written notice of the landlord's right to exercise a lockout.
- The tenant must be behind on rent.
- The landlord must give advance, written notice to the tenant.
- The tenant does not have to pay any money to regain entry into the rental unit.
- The landlord must give the tenant a key upon request.
- 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.

EVICTIONS

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.

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 brochure.

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.

EVICTIONS

Period of Time Declared in the Notice to Vacate

The period 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:

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

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

If the tenant loses and does not move or appeal within five days of the judgment, the landlord may go back to the Justice of the Peace and pay for a writ of possession to have the constable remove the tenant. The constable will post a 24-hour notice on the front entry door of the unit prior to executing the writ of possession. If the writ of possession is executed, the constable will remove the tenant and the tenant's belongings will be removed from the dwelling at the discretion of the landlord.

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.

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 may not refuse to lease to someone because they will not provide this information or 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:

- 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
- 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.

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, have a record of such a disability or are 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 your dwelling or common use areas, at your expense, if necessary for the disabled person to use the housing. (Where reasonable, the landlord may permit changes only if you agree to restore the property to its original condition when you move.)
- 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 that 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.