



Common Questions on HVAC Repairs

When a work request is received into our office for an Air Conditioning or Heat related matter, we take that request with the utmost seriousness and order of importance. This information sheet will help answer some of the most Frequently Asked Questions and or pending concerns you may have.

When will this repair be completed? Under ordinary circumstances, once the repair request is put into the system, it will usually take at least 1 to 2 business days to get a technician to the home to assess the issues that have occurred. In some cases, parts may need to be ordered which can delay the repair. For fastest service, we would encourage the tenant to make arrangements for an appointment as soon as possible during the business day in order to facilitate the fastest response and repair time.

Since this is Central Texas, is this considered an emergency? NO. Although we take it as a very serious matter, the Texas Property Code and the Texas Association of Realtors Lease Agreement DO NOT consider this an emergency. Here is the portion of a Lease Agreement referring to Repairs.

RE: Para 18. A. of the TAR-2001 Lease.

18. REPAIRS:

(Notice: Subchapter B, Chapter 92, Property Code governs repair obligations).

A. Repair Requests: All requests for repairs must be in writing and delivered to Landlord. If Tenant is delinquent in rent at the time a repair notice is given, Landlord is not obligated to make the repair. In the event of an emergency related to the condition of the Property that materially affects the physical health or safety of an ordinary tenant, Tenant may call Landlord or, if applicable, the property manager, at **888-502-1216**. Ordinarily, a repair to the heating and air conditioning system is not an emergency.

Can I just call my own repairman or fix it myself? NO. The lease agreement strictly prohibits allowing for any repairs outside of the landlord's (or property manager's) permission. If a tenant orders a repair and pays for it, the landlord is NOT obligated to reimburse the tenant for that repair. In some cases, this could worsen the damage which would be attributed to tenant negligence and lead to further charges.

RE: Paragraph 18. C. of the TAR-2001 Lease.

C. Completion of Repairs:

- (1) Tenant may not repair or cause to be repaired any condition, regardless of the cause, without Landlord's permission. All decisions regarding repairs, including the completion of any repair, whether to repair or replace the item, and the selection of contractors, will be at Landlord's sole discretion.

We want reimbursement for a Hotel, Meals, and Rent for being inconvenienced!

Although we do understand this is an unfortunate event, the Lease Agreement and the Texas Property Code do not call for any type of mandatory reimbursement in this situation as long as we are making every diligent effort to make this repair in a timely manner. ***"The Property Code presumes that 7 days is a reasonable period of time for the Landlord to make a diligent effort to repair a condition...."***

RE: Paragraph 18. B. of the TAR-2001 Lease.

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We want this repair done on Sunday so we don't have to take off of work! We

understand this is quite a concern as taking off of work could mean lost income to the family, and is very in-convenient. We will do our best to accommodate a tenant's schedule as best as we can, but in most cases, the repair has to be done during normal business hours Monday to Friday.

RE: Para 18. C. (2) of the TAR-2001 Lease.

(2) Landlord is not obligated to complete a repair on a day other than a business day unless required to do so by the Property Code.

We could not meet the repair person at the time we arranged with Captex

Properties – will there be a trip fee? In this scenario where a technician is called to the home, Captex Properties would be charged a trip fee, and – unfortunately - we would have to pass it along to the tenant for payment.

RE: Paragraph 18. E. of the TAR-2001 Lease.

E. **Trip Charges:** If a repair person is unable to access the Property after making arrangements with Tenant to complete the repair, Tenant will pay any trip charge the repair person may charge, which amount may be different from the amount stated in Paragraph 14C.

If we don't get this repair done in the next 8 hours, we are contacting our attorney!

In the past, we have had tenants say exactly this to us. As discussed above, we want this repair to be done quickly – but at the same time, we have to protect the best interests of the Landlord and their home. Often times, this does NOT include paying for emergency after hours calls for something that can wait until the next business day. Should you feel this situation warrants attorney involvement, we ask you provide them a copy of the lease agreement you have with us, and they can best advise you on any questions you may have regarding legal action.

Will you charge me for this repair? In some cases – YES! There have been instances where we have charged the tenant for HVAC repairs because of negligence on their part. The most common example is by the tenant NOT changing the AC Filter. Changing the AC Filter is required per the lease agreement. Leaving a dirty and or clogged filter in the air exchange will cause the system to work harder than it should have to in order to cool the home. If the HVAC Tech indicates the dirty air filter was the cause for the HVAC failure, it will be charged to the tenant.

RE: Para 17. A. (3) of the TAR-2001 Lease.

17. PROPERTY MAINTENANCE:

- A. **Tenant's General Responsibilities:** Tenant, at Tenant's expense, must:
- (1) keep the Property clean and sanitary;
 - (2) promptly dispose of all garbage in appropriate receptacles;
 - (3) supply and change heating and air conditioning filters at least once a month;

Should you have any further questions regarding any of the HVAC repair concerns – you may email us to scott@captexproperties.com or call 888-502-1216 to speak with our Maintenance Department.