

By: West
(Anchia, Oliveira)

S.B. No. 1367

Substitute the following for S.B. No. 1367:

By: Oliveira

C.S.S.B. No. 1367

A BILL TO BE ENTITLED

AN ACT

relating to certain obligations of and limitations on landlords.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Section 24.005, Property Code, is amended by amending Subsection (f) and adding Subsections (f-1) and (f-2) to read as follows:

(f) Except as provided by Subsection (f-1), the ~~[The]~~ notice to vacate shall be given in person or by mail at the premises in question. Notice in person may be by personal delivery to the tenant or any person residing at the premises who is 16 years of age or older or personal delivery to the premises and affixing the notice to the inside of the main entry door. Notice by mail may be by regular mail, by registered mail, or by certified mail, return receipt requested, to the premises in question. ~~[If the dwelling has no mailbox and has a keyless bolting device, alarm system, or dangerous animal that prevents the landlord from entering the premises to leave the notice to vacate on the inside of the main entry door, the landlord may securely affix the notice on the outside of the main entry door.]~~

(f-1) As an alternative to the procedures of Subsection (f), a landlord may deliver the notice to vacate by securely affixing to the outside of the main entry door a sealed envelope that contains the notice and on which is written the tenant's name, address, and in all capital letters, the words "IMPORTANT DOCUMENT" or

1 substantially similar language and, not later than 5 p.m. of the
2 same day, depositing in the mail in the same county in which the
3 premises in question is located a copy of the notice to the tenant
4 if:

5 (1) the premises has no mailbox and has a keyless
6 bolting device, alarm system, or dangerous animal that prevents the
7 landlord from entering the premises to affix the notice to vacate to
8 the inside of the main entry door; or

9 (2) the landlord reasonably believes that harm to any
10 person would result from personal delivery to the tenant or a person
11 residing at the premises or from personal delivery to the premises
12 by affixing the notice to the inside of the main entry door.

13 (f-2) Notice to vacate under Subsection (f-1) is considered
14 delivered on the date the envelope is affixed to the outside of the
15 door and is deposited in the mail, regardless of the date the notice
16 is received.

17 SECTION 2. Section 54.046, Property Code, is amended to
18 read as follows:

19 Sec. 54.046. VIOLATION BY LANDLORD. If a landlord or the
20 landlord's agent wilfully violates this subchapter, the tenant is
21 entitled to:

22 (1) actual damages, return of any property seized that
23 has not been sold, return of the proceeds of any sale of seized
24 property, and the sum of one month's rent and \$1,000 ~~[or \$500,~~
25 ~~whichever is greater]~~, less any amount for which the tenant is
26 liable; and

27 (2) reasonable attorney's fees.

SECTION 3. Section 92.006, Property Code, is amended by adding Subsection (h) to read as follows:

(h) A tenant's right to a jury trial in an action brought under this chapter may not be waived in a lease or other written agreement.

SECTION 4. Section 92.056(b), Property Code, is amended to read as follows:

(b) A landlord is liable to a tenant as provided by this subchapter if:

(1) the tenant has given the landlord notice to repair or remedy a condition by giving that notice to the person to whom or to the place where the tenant's rent is normally paid;

(2) the condition materially affects the physical health or safety of an ordinary tenant;

(3) the tenant has given the landlord a subsequent written notice to repair or remedy the condition after a reasonable time to repair or remedy the condition following the notice given under Subdivision (1) or the tenant has given the notice under Subdivision (1) by sending that notice by certified mail, return receipt requested, ~~or~~ by registered mail, or by another form of mail that allows tracking of delivery from the United States Postal Service or a private delivery service;

(4) the landlord has had a reasonable time to repair or remedy the condition after the landlord received the tenant's notice under Subdivision (1) and, if applicable, the tenant's subsequent notice under Subdivision (3);

(5) the landlord has not made a diligent effort to

1 repair or remedy the condition after the landlord received the
2 tenant's notice under Subdivision (1) and, if applicable, the
3 tenant's notice under Subdivision (3); and

4 (6) the tenant was not delinquent in the payment of
5 rent at the time any notice required by this subsection was given.

6 SECTION 5. Section 92.105, Property Code, is amended by
7 amending Subsections (a) and (b) and adding Subsection (b-1) to
8 read as follows:

9 (a) If the owner's interest in the premises is terminated by
10 sale, assignment, death, appointment of a receiver, bankruptcy, or
11 otherwise, the new owner is liable for the return of security
12 deposits according to this subchapter from the date title to the
13 premises is acquired [~~, regardless of whether notice is given to the~~
14 ~~tenant under Subsection (b) of this section]~~.

15 (b) The [~~person who no longer owns an interest in the rental~~
16 ~~premises remains liable for a security deposit received while the~~
17 ~~person was the owner until the]~~ new owner shall deliver [~~delivers~~]
18 to the tenant a signed statement acknowledging that the new owner
19 has acquired the property [~~received~~] and is responsible for the
20 tenant's security deposit and specifying the exact dollar amount of
21 the deposit.

22 (b-1) The person who no longer owns an interest in the
23 rental premises is liable for a security deposit received while the
24 person was the owner until the new owner has received the deposit or
25 has assumed the liability for the deposit, unless otherwise
26 specified by the parties in a written contract.

27 SECTION 6. Subchapter C, Chapter 92, Property Code, is

1 amended by adding Section 92.110 to read as follows:

2 Sec. 92.110. LEASE WITHOUT SECURITY DEPOSIT; REQUIRED
3 NOTICE. (a) If a security deposit was not required by a
4 residential lease and the tenant is liable for damages and charges
5 on surrender of the premises, the landlord shall notify the tenant
6 in writing of the landlord's claim for damages and charges on or
7 before the date the landlord reports the claim to a consumer
8 reporting agency or third-party debt collector.

9 (b) A landlord is not required to provide the notice under
10 Subsection (a) if the tenant has not given the landlord the tenant's
11 forwarding address as provided by Section [92.107](#).

12 (c) If a landlord does not provide the tenant the notice as
13 required by this section, the landlord forfeits the right to
14 collect damages and charges from the tenant. Forfeiture of the
15 right to collect damages and charges from the tenant is the
16 exclusive remedy for the failure to provide the proper notice to the
17 tenant.

18 SECTION 7. Section [92.157](#)(a), Property Code, is amended to
19 read as follows:

20 (a) At a tenant's request made at any time, a landlord, at
21 the tenant's expense, shall install:

22 (1) a keyed dead bolt on an exterior door if the door
23 has:

24 (A) a doorknob lock but not a keyed dead bolt; or

25 (B) a keyless bolting device but not a keyed dead
26 bolt or doorknob lock; and

27 (2) a sliding door handle latch [~~pin lock~~] or sliding

1 door security bar if the door is an exterior sliding glass door
2 without a sliding door handle latch [~~pin lock~~] or sliding door
3 security bar.

4 SECTION 8. Section 92.1641, Property Code, is amended to
5 read as follows:

6 Sec. 92.1641. LANDLORD'S DEFENSES RELATING TO INSTALLING OR
7 REKEYING CERTAIN SECURITY DEVICES. The landlord has a defense to
8 liability under Section 92.164 if:

9 (1) the tenant has not fully paid all rent then due
10 from the tenant on the date the tenant gives a request under
11 [~~Subsection (a) of~~] Section 92.157(c) [~~92.157~~] or the notice
12 required by Section 92.164; or

13 (2) on the date the tenant terminates the lease or
14 files suit the tenant has not fully paid costs requested by the
15 landlord and authorized by Section 92.162.

16 SECTION 9. The changes in law made by this Act apply only to
17 a residential lease agreement entered into on or after the
18 effective date of this Act. A residential lease agreement entered
19 into before the effective date of this Act is governed by the law
20 applicable to the agreement immediately before that date, and the
21 former law is continued in effect for that purpose.

22 SECTION 10. This Act takes effect January 1, 2016.