

By: West

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 92.056 (a) (3), Property Code, is amended to read as follows:

Sec. 92.056. LANDLORD LIABILITY AND TENANT REMEDIES; NOTICE AND TIME FOR REPAIR. (a) A landlord's liability under this section is subject to Section 92.052(b) regarding conditions that are caused by a tenant and Section 92.054 regarding conditions that are insured casualties.

(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 any trackable form of delivery from the U.S. Postal Service or a private delivery

1 service.

2 SECTION 2. Section 92.103, Property Code, is amended to  
3 read as follows:

4 Sec. 92.103 OBLIGATION TO REFUND AND NOTIFY TENANT OF DAMAGES  
5 AND CHARGES. (a) Except as provided by Section 92.107, the  
6 landlord shall refund a security deposit to the tenant on or before  
7 the 30th day after the date the tenant surrenders the premises.

8 (b) A requirement that a tenant give advance notice of  
9 surrender as a condition for refunding the security deposit is  
10 effective only if the requirement is underlined or is printed in  
11 conspicuous bold print in the lease.

12 (c) If there is no deposit placed under the lease and the  
13 landlord claims the tenant owes for damages, the landlord shall  
14 notify the tenant in writing of any damages and charges on or before  
15 the 30<sup>th</sup> day after the date the tenant surrenders the premises.

16 SECTION 3. Section 92.006, Property Code, is amended to  
17 read as follows:

18 Sec. 92.006. WAIVER OR EXPANSION OF DUTIES AND REMEDIES.  
19 (a) A landlord's duty or a tenant's remedy concerning security  
20 deposits, security devices, the landlord's disclosure of ownership  
21 and management, or utility cutoffs, as provided by Subchapter C, D,  
22 E, or G, respectively, may not be waived. A landlord's duty to  
23 install a smoke alarm under Subchapter F may not be waived, nor may  
24 a tenant waive a remedy for the landlord's noninstallation or waive  
25 the tenant's limited right of installation and removal. The  
26 landlord's duty of inspection and repair of smoke alarms under  
27 Subchapter F may be waived only by written agreement.

1           (b) A landlord's duties and the tenant's remedies concerning  
2 security devices, the landlord's disclosure of ownership and  
3 management, or smoke alarms, as provided by Subchapter D, E, or F,  
4 respectively, may be enlarged only by specific written agreement.

5           (c) A landlord's duties and the tenant's remedies under  
6 Subchapter B, which covers conditions materially affecting the  
7 physical health or safety of the ordinary tenant, may not be waived  
8 except as provided in Subsections (d), (e), and (f) of this section.

9           (d) A landlord and a tenant may agree for the tenant to  
10 repair or remedy, at the landlord's expense, any condition covered  
11 by Subchapter B.

12           (e) A landlord and a tenant may agree for the tenant to  
13 repair or remedy, at the tenant's expense, any condition covered by  
14 Subchapter B if all of the following conditions are met:

15               (1) at the beginning of the lease term the landlord  
16 owns only one rental dwelling;

17               (2) at the beginning of the lease term the dwelling is  
18 free from any condition which would materially affect the physical  
19 health or safety of an ordinary tenant;

20               (3) at the beginning of the lease term the landlord has  
21 no reason to believe that any condition described in Subdivision  
22 (2) of this subsection is likely to occur or recur during the  
23 tenant's lease term or during a renewal or extension; and

24               (4)(A) the lease is in writing;

25               (B) the agreement for repairs by the tenant is  
26 either underlined or printed in boldface in the lease or in a  
27 separate written addendum;

(C) the agreement is specific and clear; and

(D) the agreement is made knowingly, voluntarily, and for consideration.

(f) A landlord and tenant may agree that, except for those conditions caused by the negligence of the landlord, the tenant has the duty to pay for repair of the following conditions that may occur during the lease term or a renewal or extension:

(1) damage from wastewater stoppages caused by foreign or improper objects in lines that exclusively serve the tenant's dwelling;

(2) damage to doors, windows, or screens; and

(3) damage from windows or doors left open.

This subsection shall not affect the landlord's duty under Subchapter B to repair or remedy, at the landlord's expense, wastewater stoppages or backups caused by deterioration, breakage, roots, ground conditions, faulty construction, or malfunctioning equipment. A landlord and tenant may agree to the provisions of this subsection only if the agreement meets the requirements of Subdivision (4) of Subsection (e) of this section.

(g) A tenant's right to vacate a dwelling and avoid liability under Section 92.016 or 92.017 may not be waived by a tenant or a landlord, except as provided by those sections.

(h) A tenant's right to a jury trial may not be waived.

SECTION 4. Section 54.046, Property Code, is amended to read as follows:

Sec. 54.046. VIOLATION BY LANDLORD. If a landlord or the landlord's agent wilfully violates this subchapter, the tenant is

entitled to:

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

(2) reasonable attorney's fees.

SECTION 5. Section 92.105, Property Code, is amended to read as follows:

Sec. 92.105. CESSATION OF OWNER'S INTEREST. (a) If the owner's interest in the premises is terminated by sale, assignment, death, appointment of a receiver, bankruptcy, or otherwise, the new owner is liable for the return of security deposits according to this subchapter from the date title to the premises is acquired, ~~regardless of whether notice is given to the tenant under Subsection (b) of this section.~~

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

SECTION 6. This Act takes effect January 1, 2016.