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§ 92.008. Interruption of Utilities

(a) A landlord or a landlord's agent may not interrupt or cause the interruption of utility service paid for directly to the utility company by a tenant unless the interruption results from bona fide repairs, construction, or an emergency.

(b) Except as provided by this section, a landlord may not interrupt or cause the interruption of water, wastewater, gas, or electric service furnished to a tenant by the landlord as an incident of the tenancy or by other agreement unless the interruption results from bona fide repairs, construction, or an emergency.

(c) to (e) Repealed by Acts 2009, 81st Leg., ch. 1112, § 3.

(f) If a landlord or a landlord's agent violates this section, the tenant may:

(1) either recover possession of the premises or terminate the lease; and

(2) in addition to other remedies available under law, recover from the landlord an amount equal to the sum of the tenant's actual damages, one month's rent plus \$1,000, reasonable attorney's fees, and court costs, less any delinquent rents or other sums for which the tenant is liable to the landlord.

(g) A provision of a lease that purports to waive a right or to exempt a party from a liability or duty under this section is void.

(h) Subject to Subsections (i), (j), (k), (m), and (o), a landlord who submeters electricity or allocates or prorates nonsubmetered master metered electricity may interrupt or cause the interruption of electric service for nonpayment by the tenant of an electric bill issued to the tenant if:

(1) the landlord's right to interrupt electric service is provided by a written lease entered into by the tenant;

(2) the tenant's electric bill is not paid on or before the 12th day after the date the electric bill is issued;

(3) advance written notice of the proposed interruption is delivered to the tenant by mail

or hand delivery separately from any other written content that:

(A) prominently displays the words "electricity termination notice" or similar language underlined or in bold;

(B) includes:

(i) the date on which the electric service will be interrupted;

(ii) a location where the tenant may go during the landlord's normal business hours to make arrangements to pay the bill to avoid interruption of electric service;

(iii) the amount that must be paid to avoid interruption of electric service;

(iv) a statement providing that when the tenant makes a payment to avoid interruption of electric service, the landlord may not apply that payment to rent or other amounts owed under the lease;

(v) a statement providing that the landlord may not evict a tenant for failure to pay an electric bill when the landlord has interrupted the tenant's electric service unless the tenant fails to pay for the electric service after the electric service has been interrupted for at least two days, not including weekends or state or federal holidays; and

(vi) a description of the tenant's rights under Subsection (j) to avoid interruption of electric service if the interruption will cause a person residing in the tenant's dwelling to become seriously ill or more seriously ill; and

(C) is delivered not earlier than the first day after the bill is past due or later than the fifth day before the interruption date stated in the notice; and

(4) the landlord, at the same time the service is interrupted, hand delivers or places on the tenant's front door a written notice that:

(A) prominently displays the words "electricity termination notice" or similar language underlined or in bold; and

(B) includes:

(i) the date the electric service has been interrupted;

(ii) a location where the tenant may go during the landlord's normal business hours to make arrangements to pay the bill to reestablish interrupted electric service;

(iii) the amount that must be paid to reestablish electric service;

(iv) a statement providing that when the tenant makes a payment to reestablish electric service, a landlord may not apply that payment

to rent or other amounts owed under the lease;

(v) a statement providing that the landlord may not evict a tenant for failure to pay an electric bill when the landlord has interrupted the tenant's electric service unless the tenant fails to pay for the electric service after the electric service has been interrupted for at least two days, not including weekends or state or federal holidays; and

(vi) a description of the tenant's rights under Subsection (j) to avoid interruption of electric service if the interruption will cause a person residing in the tenant's dwelling to become seriously ill or more seriously ill.

(i) Unless a dangerous condition exists or the tenant requests disconnection, a landlord may not interrupt or cause the interruption of electric service under Subsection (h) on a day:

(1) on which the landlord or a representative of the landlord is not available to collect electric bill payments and reestablish electric service;

(2) that immediately precedes a day described by Subdivision (1); or

(3) on which:

(A) the previous day's highest temperature did not exceed 32 degrees Fahrenheit and the temperature is predicted to remain at or below that level for the next 24 hours according to the nearest National Weather Service reports; or

(B) the National Weather Service issues a heat advisory for a county in which the premises is located or has issued such an advisory on one of the two preceding days.

(j) A landlord may not interrupt or cause the interruption of electric service under Subsection (h) of a tenant who, before the interruption date specified in the notice required by Subsection (h)(3), has:

(1) established that the interruption will cause a person residing in the tenant's dwelling to become seriously ill or more seriously ill by having a physician, nurse, nurse practitioner, or other similar licensed health care practitioner attending to the person who is or may become ill provide a written statement to the landlord or a representative of the landlord stating that the person will become seriously ill or more seriously ill if the electric service is interrupted; and

(2) entered into a deferred payment plan that complies with Subsection (l).

(k) If a tenant has established, in accordance with Subsection (j), the circumstances necessary to avoid electric service interruption under that subsection, the

landlord may not interrupt or cause the interruption of the tenant's electric service under Subsection (h) before:

(1) the 63rd day after the date those circumstances are established; or

(2) an earlier date agreed to by the landlord and the tenant.

(l) A deferred payment plan for the purposes of this section must be in writing. The deferred payment plan must allow the tenant to pay the outstanding electric bill in installments that extend beyond the due date of the next electric bill and must provide that the delinquent amount may be paid in equal installments over a period equal to at least three electric service billing cycles.

(m) A landlord may not interrupt or cause the interruption of electric service under Subsection (h) to a tenant who receives energy assistance for a billing period during which the landlord receives a pledge, letter of intent, purchase order, or other notification that the energy assistance provider is forwarding sufficient payment to continue the electric service.

(n) If a delinquent electric bill is paid, or a deferred payment plan is entered into, during normal business hours, the landlord shall reconnect the tenant's electric service within two hours of payment or entry into the deferred payment plan.

(o) A landlord may not interrupt or cause the interruption of electric service under Subsection (h) for any of the following reasons:

(1) a delinquency in payment for electric service furnished to a previous tenant;

(2) failure to pay non-electric bills, rent, or other fees;

(3) failure to pay electric bills that are six or more months delinquent; or

(4) failure to pay an electric bill disputed by the tenant, unless the landlord has conducted an investigation as required by the particular case and reported the results in writing to the tenant.

(p) A landlord who provides notice in accordance with Subsection (h) may not apply a payment made by a tenant to avoid interruption of electric service or reestablish electric service to rent or any other amounts owed under the lease.

(q) The landlord may not evict a tenant for failure to pay an electric bill when the landlord has interrupted the tenant's electric service under Subsection (h) unless the tenant fails to pay for the electric service after the electric service has been interrupted for at least two days, not including weekends or state or federal holidays.

(r) Subject to this subsection, a reconnection fee may be applied if electric service to the tenant is disconnected for nonpayment of bills under Subsection (h). The reconnection fee must be computed based on the average cost to the landlord for the expenses associated with the reconnection, but may not exceed \$10. A reconnection fee may not be applied unless agreed to by the tenant in a written lease that states the exact dollar amount of the

reconnection fee. A fee may not be applied to a deferred payment plan entered into under this section.

HB 1086 - NOTE: The change in law made by this Act applies only to an electric bill that becomes delinquent on or after the effective date of this Act. An electric bill that becomes delinquent before the effective date of this Act is governed by the law applicable to the delinquency immediately before the effective date of this Act, and that law is continued in effect for that purpose. This Act takes effect September 1, 2013.

§ 92.0161. Right to Vacate and Avoid Liability Following Certain Sex Offenses or Stalking.

(a) In this section, "occupant" has the meaning assigned by Section 92.016.

(b) A tenant may terminate the tenant's rights and obligations under a lease and may vacate the dwelling and avoid liability for future rent and any other sums due under the lease for terminating the lease and vacating the dwelling before the end of the lease term after the tenant complies with Subsection (c) or (c-1).

(c) If the tenant is a victim or a parent or guardian of a victim of sexual assault under Section 22.011, Penal Code, aggravated sexual assault under Section 22.021, Penal Code, indecency with a child under Section 21.11, Penal Code, sexual performance by a child under Section 43.25, Penal Code, continuous sexual abuse of a child under Section 21.02, Penal Code, or an attempt to commit any of the foregoing offenses under Section 15.01, Penal Code, that takes place during the preceding six-month period on the premises or at any dwelling on the premises, the tenant shall provide to the landlord or the landlord's agent a copy of:

- (1) documentation of the assault or abuse, or attempted assault or abuse, of the victim from a licensed health care services provider who examined the victim;
- (2) documentation of the assault or abuse, or attempted assault or abuse, of the victim from a licensed mental health services provider who examined or evaluated the victim;
- (3) documentation of the assault or abuse, or attempted assault or abuse, of the victim from an individual authorized under Chapter 420, Government Code, who provided services to the victim; or
- (4) documentation of a protective order issued under Chapter 7A, Code of Criminal Procedure, except for a temporary ex parte order.

(c-1) If the tenant is a victim or a parent or guardian of a victim of stalking under Section 42.072, Penal Code, that takes place during the preceding six-month period on the premises or at any dwelling on the premises, the tenant shall provide to the landlord or the landlord's agent a copy of:

- (1) documentation of a protective order issued under Chapter 7A or Article 6.09, Code of

Criminal Procedure, except for a temporary ex parte order; or

(2) documentation of the stalking from a provider of services described by Subsection (c)(1), (2), or (3) and:

- (A) a law enforcement incident report; or
- (B) if a law enforcement incident report is unavailable, another record maintained in the ordinary course of business by a law enforcement agency.

(d) A tenant may exercise the rights to terminate the lease under Subsection (b), vacate the dwelling before the end of the lease term, and avoid liability beginning on the date after all of the following events have occurred:

- (1) the tenant provides a copy of the relevant documentation described by Subsection (c) or (c-1) to the landlord;
- (2) the tenant provides written notice of termination of the lease to the landlord on or before the 30th day before the date the lease terminates;
- (3) the 30th day after the date the tenant provided notice under Subdivision (2) expires; and
- (4) the tenant vacates the dwelling.

(e) Except as provided by Subsection (g), this section does not affect a tenant's liability for delinquent, unpaid rent or other sums owed to the landlord before the lease was terminated by the tenant under this section.

(f) A landlord who violates this section is liable to the tenant for actual damages, a civil penalty equal to the amount of one month's rent plus \$500, and attorney's fees.

(g) A tenant who terminates a lease under Subsection (b) is released from all liability for any delinquent, unpaid rent owed to the landlord by the tenant on the effective date of the lease termination if the lease does not contain language substantially equivalent to the following:

"Tenants may have special statutory rights to terminate the lease early in certain situations involving certain sexual assault offenses or stalking."

(h) A tenant may not waive a tenant's right to terminate a lease before the end of the lease.

(i) For purposes of Subsections (c) and (c-1), a tenant who is a parent or guardian of a victim described by those subsections must reside with the victim to exercise the rights established by this section.

(j) A person who receives information under Subsection (c), (c-1), or (d) may not disclose the information to any other person except for a legitimate or customary business purpose or as otherwise required by law.

SB 946 - NOTE: This Act takes effect January 1, 2014.

§ 92.024. Landlord's Duty to Provide Copy of Lease.

(a) Not later than the third business day after the date the lease is signed by each party to the lease, a landlord shall provide at least one complete copy of the lease to at least one tenant who is a party to the lease.

(b) If more than one tenant is a party to the lease, not later than the third business day after the date a landlord receives a written request for a copy of a lease from a tenant who has not received a copy of the lease under Subsection (a), the landlord shall provide one complete copy of the lease to the requesting tenant.

(c) A landlord's failure to provide a complete copy of the lease as described by Subsection (a) or (b) does not invalidate the lease or, subject to Subsection (d), prevent the landlord from prosecuting or defending a legal action or proceeding to enforce the lease.

(d) A landlord may not continue to prosecute and a court shall abate an action to enforce the lease, other than an action for nonpayment of rent, only until the landlord provides to a tenant a complete copy of the lease if the tenant submits to the court evidence in a plea in abatement or otherwise that the landlord failed to comply with Subsection (a) or (b).

(e) A landlord may comply with this section by providing to a tenant a complete copy of the lease:

- (1) in a paper format;
- (2) in an electronic format if requested by the tenant; or
- (3) by e-mail if the parties have communicated by e-mail regarding the lease.

SB 630

§ 92.062. Lease Term After Natural Disaster

If a rental premises is, as a practical matter, totally unusable for residential purposes as a result of a natural disaster such as a hurricane, tornado, flood, extended freeze, or widespread windstorm, a landlord that allows a tenant to move to another rental unit owned by the landlord may not require the tenant to execute a lease for a term longer than the term remaining on the tenant's lease on the date the premises was rendered unusable as a result of the natural disaster.

SB 1120

§ 92.302. Notice of Utility Disconnection of Nonsubmetered Master Metered Multifamily property to Municipalities, Owners, and Tenants

(a) In this section:

- (1) "Customer" means a person who is responsible for bills received for electric utility service or gas utility service provided to nonsubmetered master metered multifamily property.
- (2) "Nonsubmetered master metered multifamily property" means an apartment, a leased or owner-occupied condominium, or

one or more buildings containing at least 10 dwellings that receive electric utility service or gas utility service that is master metered but not submetered.

(b) A customer shall provide written notice of a service disconnection to each tenant or owner at a nonsubmetered master metered multifamily property not later than the fifth day after the date the customer receives a notice of service disconnection from an electric service provider or a gas utility. The customer must provide the notice by mail to the tenant's or owner's preferred mailing address or hand deliver the notice to the tenant or owner. The written notice must include the customer's contact information and the tenant's remedies under Section 92.301. The notice must include the following text in both English and Spanish:

"Notice to residents of (name and address of nonsubmetered master metered multifamily property): Electric (or gas) service to this property is scheduled for disconnection on (date) because (reason for disconnection)."

(c) If the property is located in a municipality, the customer shall provide the same notice described by Subsection (b) to the governing body of that municipality by certified mail. The governing body of the municipality may provide additional notice to the property's tenants and owners after receipt of the service disconnection notice under this subsection.

(d) A customer is not required to provide the notices described by this section if the customer avoids the disconnection by paying the bill.

HB 1772

§ 92.331. Retaliation by Landlord

(a) A landlord may not retaliate against a tenant by taking an action described by Subsection (b) because the tenant:

- (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:

(A) claims a building or housing code violation or utility problem; and

(B) believes in good faith that the complaint is valid and that the violation or problem occurred.

(4) establishes, attempts to establish, or participates in a tenant organization.

(b) A landlord may not, within six months after the date of the tenant's action under Subsection (a), retaliate against the tenant by:

- (1) filing an eviction proceeding, except for the grounds stated by [Section 92.332](#);

- (2) depriving the tenant of the use of the premises, except for reasons authorized by law;
- (3) decreasing services to the tenant;
- (4) increasing the tenant's rent or terminating the tenant's lease; or
- (5) engaging, in bad faith, in a course of conduct that materially interferes with the tenant's rights under the tenant's lease.

SB 630