

By: Cole

H.B. No. 2592

A BILL TO BE ENTITLED

AN ACT

relating to a landlord's duty to provide and maintain a functioning air conditioning system or unit in an apartment.

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

SECTION 1. Section 92.006, Property Code, is amended by adding Subsection (i) to read as follows:

(i) A landlord's duty under Section 92.027 to provide and maintain a functioning air conditioning system or unit in an apartment unit may not be waived.

SECTION 2. Subchapter A, Chapter 92, Property Code, is amended by adding Section 92.027 to read as follows:

Sec. 92.027. LANDLORD'S DUTY TO PROVIDE AIR CONDITIONING IN APARTMENT UNIT. A landlord shall provide and maintain in an apartment unit an air conditioning system or unit in good operating condition that maintains inside the apartment unit a temperature equal to the lower of:

(1) 85 degrees Fahrenheit; or

(2) 10 degrees Fahrenheit below the recorded temperature outside of the apartment unit.

SECTION 3. Section 92.052(a), Property Code, is amended to read as follows:

(a) A landlord shall make a diligent effort to repair or remedy a condition if:

(1) the tenant specifies the condition in a notice to

1 the person to whom or to the place where rent is normally paid;

2 (2) the tenant is not delinquent in the payment of rent  
3 at the time notice is given; and

4 (3) the condition:

5 (A) materially affects the physical health or  
6 safety of an ordinary tenant; or

7 (B) arises from the landlord's failure to provide  
8 and maintain in good operating condition:

9 (i) a device to supply hot water of a  
10 minimum temperature of 120 degrees Fahrenheit; or

11 (ii) an air conditioning system or unit as  
12 required by Section 92.027.

13 SECTION 4. Section 92.056, Property Code, is amended by  
14 amending Subsections (b) and (d) and adding Subsections (h) and (i)  
15 to read as follows:

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

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

21 (2) the condition:

22 (A) materially affects the physical health or  
23 safety of an ordinary tenant; or

24 (B) arises from the landlord's failure to provide  
25 and maintain in good operating condition an air conditioning system  
26 or unit as required by Section 92.027;

27 (3) the tenant has given the landlord a subsequent

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

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

12 (5) the landlord has not made a diligent effort to  
13 repair or remedy the condition after the landlord received the  
14 tenant's notice under Subdivision (1) and, if applicable, the  
15 tenant's notice under Subdivision (3); and

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

18 (d) For purposes of Subsection (b)(3) or (4), in determining  
19 whether a period of time is a reasonable time to repair or remedy a  
20 condition, there is a rebuttable presumption that seven days is a  
21 reasonable time, except that five days is a reasonable time if the  
22 condition arises from the landlord's failure to provide and  
23 maintain in good operating condition an air conditioning system or  
24 unit as required by Section 92.027. To rebut that presumption, the  
25 date on which the landlord received the tenant's notice, the  
26 severity and nature of the condition, and the reasonable  
27 availability of materials and labor and of utilities from a utility

1 company must be considered.

2 (h) If a landlord is liable to a tenant under Subsection  
3 (b)(2)(B), the landlord shall provide at no cost to the tenant:

4 (1) a portable air conditioning unit that maintains  
5 the temperature required by Section 92.027; or

6 (2) alternative housing accommodations maintained at  
7 the temperature required by Section 92.027.

8 (i) For purposes of Subsection (h), a portable air  
9 conditioning unit may be a portable window or floor unit or an  
10 evaporative cooler. The term does not include a portable fan that  
11 is not designed to lower the temperature of air in an enclosed  
12 space.

13 SECTION 5. The changes in law made by this Act apply only to  
14 a residential lease or rental agreement entered into or renewed on  
15 or after the effective date of this Act. A residential lease or  
16 rental agreement entered into or renewed before the effective date  
17 of this Act is governed by the law applicable to the lease or rental  
18 agreement immediately before that date, and the former law is  
19 continued in effect for that purpose.

20 SECTION 6. This Act takes effect September 1, 2023.