

By: Bryant

H.B. No. 3405

A BILL TO BE ENTITLED

AN ACT

relating to repairs made pursuant to a tenant's notice of intent to repair and the refund of a tenant's security deposit.

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

SECTION 1. Section 92.0561(f), Property Code, is amended to read as follows:

(f) Repairs made pursuant to the tenant's notice must be made by an independent [a] company, contractor, or repairman ~~[listed in the yellow or business pages of the telephone directory or in the classified advertising section of a newspaper of the local city, county, or adjacent county at the time of the tenant's notice of intent to repair]~~. If the rental unit is located in a municipality requiring the company, contractor, or repairman to be licensed, the person or entity performing the repair must be licensed in accordance with the municipality's requirements.

Unless the landlord and tenant agree otherwise under Subsection (g) ~~[of this section]~~, repairs may not be made by the tenant, the tenant's immediate family, the tenant's employer or employees, or a company in which the tenant has an ownership interest. Repairs may not be made to the foundation or load-bearing structural elements of the building if it contains two or more dwelling units.

SECTION 2. Section 92.107, Property Code, is amended to read as follows:

Sec. 92.107. TENANT'S FORWARDING ADDRESS. (a) The

1 landlord is not obligated to return a tenant's security deposit or
2 give the tenant a written description of damages and charges until
3 the tenant provides [~~gives~~] the landlord a written statement of the
4 tenant's forwarding address for the purpose of refunding the
5 security deposit.

6 (b) A tenant may satisfy the requirement of Subsection (a):

7 (1) by providing the statement in accordance with the
8 lease; or

9 (2) regardless of the lease terms, by:

10 (A) hand-delivering the statement to the
11 landlord or landlord's property manager if rent has been paid in
12 that manner; or

13 (B) sending the statement to the landlord or
14 landlord's property manager or to an address where the tenant has
15 paid rent under the lease by:

16 (i) first class mail;

17 (ii) certified mail, return receipt
18 requested;

19 (iii) registered mail; or

20 (iv) any other delivery service that
21 provides delivery tracking information.

22 (c) A tenant who complies with Subsection (b) has satisfied
23 the requirement of Subsection (a), even if the landlord fails to
24 claim or refuses delivery of the written statement of the tenant's
25 forwarding address.

26 (d) The tenant does not forfeit the right to a refund of the
27 security deposit or the right to receive a description of damages

1 and charges merely for failing to give a forwarding address to the
2 landlord.

3 SECTION 3. Section 92.109(d), Property Code, is amended to
4 read as follows:

5 (d) A landlord is presumed to have acted in bad faith if the
6 landlord [~~who~~] fails either to return a security deposit or to
7 provide a written description and itemization of deductions on or
8 before the 30th day after the date the tenant has both:

- 9 (1) surrendered [~~surrenders~~] possession; and
10 (2) satisfied the requirement of Section 92.107(a) [~~is~~
11 ~~presumed to have acted in bad faith~~].

12 SECTION 4. Section 94.107, Property Code, is amended to
13 read as follows:

14 Sec. 94.107. TENANT'S FORWARDING ADDRESS. (a) A landlord
15 is not obligated to return a tenant's security deposit or give the
16 tenant a written description of damages and charges until the
17 tenant provides [~~gives~~] the landlord a written statement of the
18 tenant's forwarding address for the purpose of refunding the
19 security deposit.

20 (b) A tenant may satisfy the requirement of Subsection (a):

21 (1) by providing the statement in accordance with the
22 lease; or

23 (2) regardless of the lease terms, by:

24 (A) hand-delivering the statement to the
25 landlord or landlord's property manager if rent has been paid in
26 that manner; or

27 (B) sending a statement to the landlord or

1 landlord's property manager or to an address where the tenant has
2 paid rent under the lease by:

- 3 (i) first class mail;
4 (ii) certified mail, return receipt
5 requested;
6 (iii) registered mail; or
7 (iv) any other delivery service that
8 provides delivery tracking information.

9 (c) A tenant who complies with Subsection (b) has satisfied
10 the requirement of Subsection (a), even if the landlord fails to
11 claim or refuses delivery of the written statement of the tenant's
12 forwarding address.

13 (d) The tenant does not forfeit the right to a refund of the
14 security deposit or the right to receive a description of damages
15 and charges merely for failing to give a forwarding address to the
16 landlord.

17 SECTION 5. Section 94.109(d), Property Code, is amended to
18 read as follows:

19 (d) A landlord is presumed to have acted in bad faith if the
20 landlord ~~[who]~~ fails either to return a security deposit or to
21 provide a written description and itemization of deductions on or
22 before the 30th day after the date the tenant has both:

- 23 (1) surrendered ~~[surrenders]~~ possession; and
24 (2) satisfied the requirement of Section 94.107(a) ~~[is~~
25 ~~presumed to have acted in bad faith]~~.

26 SECTION 6. Section 94.157(g), Property Code, is amended to
27 read as follows:

1 (g) Repairs made based on a tenant's notice must be made by
2 an independent [a] company, contractor, or repairman [~~listed at the~~
3 ~~time of the tenant's notice of intent to repair in the yellow or~~
4 ~~business pages of the telephone directory or in the classified~~
5 ~~advertising section of a newspaper of the municipality or county in~~
6 ~~which the manufactured home community is located or in an adjacent~~
7 ~~county~~]. If the rental unit is located in a municipality requiring
8 the company, contractor, or repairman to be licensed, the person or
9 entity performing the repair must be licensed in accordance with
10 the municipality's requirements. Unless the landlord and tenant
11 agree otherwise under Subsection (i), repairs may not be made by the
12 tenant, the tenant's immediate family, the tenant's employer or
13 employees, or a company in which the tenant has an ownership
14 interest. Repairs may not be made to the foundation or load-bearing
15 structural elements of the manufactured home lot.

16 SECTION 7. The changes in law made by this Act apply only to
17 a lease entered into or renewed on or after the effective date of
18 this Act. A lease entered into or renewed before the effective date
19 of this Act is governed by the law in effect immediately before the
20 effective date of this Act, and that law is continued in effect for
21 that purpose.

22 SECTION 8. This Act takes effect September 1, 2023.