

1-1 By: Middleton S.B. No. 2493
1-2 (In the Senate - Filed March 10, 2023; March 23, 2023, read
1-3 first time and referred to Committee on Business & Commerce;
1-4 April 17, 2023, reported favorably by the following vote: Yeas 10,
1-5 Nays 0; April 17, 2023, sent to printer.)

1-6 COMMITTEE VOTE

	Yea	Nay	Absent	PNV
1-7				
1-8	X			
1-9			X	
1-10	X			
1-11	X			
1-12	X			
1-13	X			
1-14	X			
1-15	X			
1-16	X			
1-17	X			
1-18	X			

1-19 A BILL TO BE ENTITLED
1-20 AN ACT

1-21 relating to repairs made pursuant to a tenant's notice of intent to
1-22 repair and the refund of a tenant's security deposit.

1-23 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

1-24 SECTION 1. Section 92.0561(f), Property Code, is amended to
1-25 read as follows:

1-26 (f) Repairs made pursuant to the tenant's notice must be
1-27 made by an independent [a] company, contractor, or repairman
1-28 ~~[listed in the yellow or business pages of the telephone directory~~
1-29 ~~or in the classified advertising section of a newspaper of the local~~
1-30 ~~city, county, or adjacent county at the time of the tenant's notice~~
1-31 ~~of intent to repair].~~ If the rental unit is located in a
1-32 municipality requiring the company, contractor, or repairman to be
1-33 licensed, the person or entity performing the repair must be
1-34 licensed in accordance with the municipality's requirements.
1-35 Unless the landlord and tenant agree otherwise under Subsection (g)
1-36 ~~[of this section]~~, repairs may not be made by the tenant, the
1-37 tenant's immediate family, the tenant's employer or employees, or a
1-38 company in which the tenant has an ownership interest. Repairs may
1-39 not be made to the foundation or load-bearing structural elements
1-40 of the building if it contains two or more dwelling units.

1-41 SECTION 2. Section 92.107, Property Code, is amended to
1-42 read as follows:

1-43 Sec. 92.107. TENANT'S FORWARDING ADDRESS. (a) The
1-44 landlord is not obligated to return a tenant's security deposit or
1-45 give the tenant a written description of damages and charges until
1-46 the tenant provides [gives] the landlord a written statement of the
1-47 tenant's forwarding address for the purpose of refunding the
1-48 security deposit.

1-49 (b) A tenant may satisfy the requirement of Subsection (a):

1-50 (1) by providing the statement in accordance with the
1-51 lease; or

1-52 (2) regardless of the lease terms, by:

1-53 (A) hand-delivering the statement to the
1-54 landlord or landlord's property manager if rent has been paid in
1-55 that manner; or

1-56 (B) sending the statement to the landlord or
1-57 landlord's property manager or to an address where the tenant has
1-58 paid rent under the lease by:

1-59 (i) first class mail;

1-60 (ii) certified mail, return receipt
1-61 requested;

2-1 (iii) registered mail; or
2-2 (iv) any other delivery service that
2-3 provides delivery tracking information.

2-4 (c) A tenant who complies with Subsection (b) has satisfied
2-5 the requirement of Subsection (a), even if the landlord fails to
2-6 claim or refuses delivery of the written statement of the tenant's
2-7 forwarding address.

2-8 (d) The tenant does not forfeit the right to a refund of the
2-9 security deposit or the right to receive a description of damages
2-10 and charges merely for failing to give a forwarding address to the
2-11 landlord.

2-12 SECTION 3. Section 92.109(d), Property Code, is amended to
2-13 read as follows:

2-14 (d) A landlord is presumed to have acted in bad faith if the
2-15 landlord ~~[who]~~ fails either to return a security deposit or to
2-16 provide a written description and itemization of deductions on or
2-17 before the 30th day after the date the tenant has both:

- 2-18 (1) surrendered ~~[surrenders]~~ possession; and
- 2-19 (2) satisfied the requirement of Section 92.107(a) ~~[is~~
2-20 ~~presumed to have acted in bad faith]~~.

2-21 SECTION 4. Section 94.107, Property Code, is amended to
2-22 read as follows:

2-23 Sec. 94.107. TENANT'S FORWARDING ADDRESS. (a) A landlord
2-24 is not obligated to return a tenant's security deposit or give the
2-25 tenant a written description of damages and charges until the
2-26 tenant provides ~~[gives]~~ the landlord a written statement of the
2-27 tenant's forwarding address for the purpose of refunding the
2-28 security deposit.

2-29 (b) A tenant may satisfy the requirement of Subsection (a):
2-30 (1) by providing the statement in accordance with the
2-31 lease; or

2-32 (2) regardless of the lease terms, by:
2-33 (A) hand-delivering the statement to the
2-34 landlord or landlord's property manager if rent has been paid in
2-35 that manner; or

2-36 (B) sending a statement to the landlord or
2-37 landlord's property manager or to an address where the tenant has
2-38 paid rent under the lease by:

- 2-39 (i) first class mail;
- 2-40 (ii) certified mail, return receipt
2-41 requested;

2-42 (iii) registered mail; or
2-43 (iv) any other delivery service that
2-44 provides delivery tracking information.

2-45 (c) A tenant who complies with Subsection (b) has satisfied
2-46 the requirement of Subsection (a), even if the landlord fails to
2-47 claim or refuses delivery of the written statement of the tenant's
2-48 forwarding address.

2-49 (d) The tenant does not forfeit the right to a refund of the
2-50 security deposit or the right to receive a description of damages
2-51 and charges merely for failing to give a forwarding address to the
2-52 landlord.

2-53 SECTION 5. Section 94.109(d), Property Code, is amended to
2-54 read as follows:

2-55 (d) A landlord is presumed to have acted in bad faith if the
2-56 landlord ~~[who]~~ fails either to return a security deposit or to
2-57 provide a written description and itemization of deductions on or
2-58 before the 30th day after the date the tenant has both:

- 2-59 (1) surrendered ~~[surrenders]~~ possession; and
- 2-60 (2) satisfied the requirement of Section 94.107(a) ~~[is~~
2-61 ~~presumed to have acted in bad faith]~~.

2-62 SECTION 6. Section 94.157(g), Property Code, is amended to
2-63 read as follows:

2-64 (g) Repairs made based on a tenant's notice must be made by
2-65 an independent ~~[a]~~ company, contractor, or repairman ~~[listed at the~~
2-66 ~~time of the tenant's notice of intent to repair in the yellow or~~
2-67 ~~business pages of the telephone directory or in the classified~~
2-68 ~~advertising section of a newspaper of the municipality or county in~~
2-69 ~~which the manufactured home community is located or in an adjacent~~

3-1 ~~county].~~ If the rental unit is located in a municipality requiring
3-2 the company, contractor, or repairman to be licensed, the person or
3-3 entity performing the repair must be licensed in accordance with
3-4 the municipality's requirements. Unless the landlord and tenant
3-5 agree otherwise under Subsection (i), repairs may not be made by the
3-6 tenant, the tenant's immediate family, the tenant's employer or
3-7 employees, or a company in which the tenant has an ownership
3-8 interest. Repairs may not be made to the foundation or load-bearing
3-9 structural elements of the manufactured home lot.

3-10 SECTION 7. The changes in law made by this Act apply only to
3-11 a lease entered into or renewed on or after the effective date of
3-12 this Act. A lease entered into or renewed before the effective date
3-13 of this Act is governed by the law in effect immediately before the
3-14 effective date of this Act, and that law is continued in effect for
3-15 that purpose.

3-16 SECTION 8. This Act takes effect September 1, 2023.

3-17 * * * * *