

By: Christian

H.B. No. 427

A BILL TO BE ENTITLED

AN ACT

relating to leased property that is prone to flooding.

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

SECTION 1. Subchapter A, Chapter 92, Property Code, is amended by adding Section 92.0082 to read as follows:

Sec. 92.0082. DISCLOSURE THAT DWELLING LIES WITHIN A FLOOD ZONE. (a) Before signing a written lease or entering into an oral lease with a prospective tenant, a landlord or landlord's agent must inform a prospective tenant in a written document signed by both the landlord or the landlord's agent and the prospective tenant that the dwelling that is the subject of the lease lies within a flood zone.

(b) For the purposes of this section, "flood zone" means any area of land in the 100-year floodplain that is susceptible to being inundated by water from any source, any area of land that has been identified by the Federal Emergency Management Agency under the National Flood Insurance Act of 1968 (42 U.S.C. Section 4001 et seq.), or any area of land that borders any river, stream, or other natural body of water and is typically subject to flooding at least once per calendar year.

(c) If a landlord or a landlord's agent violates this section and a tenant suffers loss of or damage to the tenant's personal property as a result of a flood, the tenant:

(1) may terminate the lease or maintain possession of

1 the premises under the terms of the lease; and

2 (2) is entitled to recover from the landlord the
3 following amounts, less any delinquent rent or other sum for which
4 the tenant is liable to the landlord:

5 (A) the tenant's actual damages;

6 (B) the greater of one month's rent or \$500; and

7 (C) reasonable attorney's fees and court costs
8 incurred in recovering the amounts in Paragraphs (A) and (B).

9 (d) It is a defense under this section that, at the time the
10 parties signed or entered into the lease, the landlord or
11 landlord's agent did not know that the dwelling that is the subject
12 of the lease lies within a flood zone.

13 SECTION 2. Section 94.053, Property Code, is amended by
14 amending Subsection (c) and adding Subsections (f) and (g) to read
15 as follows:

16 (c) A lease agreement must contain the following
17 information:

18 (1) the address or number of the manufactured home lot
19 and the number and location of any accompanying parking spaces;

20 (2) the lease term;

21 (3) the rental amount;

22 (4) the interval at which rent must be paid and the
23 date on which periodic rental payments are due;

24 (5) any late charge or fee or charge for any service or
25 facility;

26 (6) the amount of any security deposit;

27 (7) a description of the landlord's maintenance

1 responsibilities;

2 (8) the telephone number of the person who may be
3 contacted for emergency maintenance;

4 (9) the name and address of the person designated to
5 accept official notices for the landlord;

6 (10) the penalty the landlord may impose for the
7 tenant's early termination as provided by Section 94.201;

8 (11) the grounds for eviction as provided by
9 Subchapter E;

10 (12) a disclosure of the landlord's right to terminate
11 the lease agreement if there is a change in the land use of the
12 manufactured home community during the lease term as provided by
13 Section 94.204;

14 (13) a disclosure of any incorporation by reference of
15 an addendum relating to submetering of utility services;

16 (14) a prominent disclosure informing the tenant that
17 Chapter 94, Property Code, governs certain rights granted to the
18 tenant and obligations imposed on the landlord by law;

19 (15) if there is a temporary zoning permit for the land
20 use of the manufactured home community, the date the zoning permit
21 expires; ~~and~~

22 (16) any other terms or conditions of occupancy not
23 expressly included in the manufactured home community rules; and

24 (17) a disclosure, if applicable, that the
25 manufactured home lot that is the subject of the lease agreement or
26 any other manufactured home lot abutting the manufactured home lot
27 that is the subject of the lease agreement lies within a flood zone

1 as defined by Section 92.0082(b).

2 (f) If a landlord or a landlord's agent violates Subsection
3 (c)(17) and a tenant suffers loss of or damage to the tenant's
4 personal property as a result of a flood, the tenant:

5 (1) may terminate the lease or maintain possession of
6 the premises under the terms of the lease; and

7 (2) is entitled to recover from the landlord the
8 following amounts, less any delinquent rent or other sum for which
9 the tenant is liable to the landlord:

10 (A) the tenant's actual damages;

11 (B) the greater of one month's rent or \$500; and

12 (C) reasonable attorney's fees and court costs
13 incurred in recovering the amounts in Paragraphs (A) and (B).

14 (g) It is a defense under Subsection (f) that, at the time
15 the parties signed or entered into the lease agreement, the
16 landlord or landlord's agent did not know that the manufactured
17 home lot that is the subject of the lease agreement or any other
18 manufactured home lot abutting the manufactured home lot that is
19 the subject of the lease agreement lies within a flood zone.

20 SECTION 3. Chapter 93, Property Code, is amended by adding
21 Section 93.013 to read as follows:

22 Sec. 93.013. DISCLOSURE THAT COMMERCIAL RENTAL PROPERTY
23 LIES WITHIN A FLOOD ZONE. (a) Before signing a written lease or
24 entering into an oral lease with a prospective tenant, a landlord or
25 landlord's agent must inform a prospective tenant in a written
26 document signed by both the landlord or the landlord's agent and the
27 prospective tenant that the commercial rental property that is the

1 subject of the lease lies within a flood zone.

2 (b) For the purposes of this section, "flood zone" means any
3 area of land in the 100-year floodplain that is susceptible to being
4 inundated by water from any source, any area of land that has been
5 identified by the Federal Emergency Management Agency under the
6 National Flood Insurance Act of 1968 (42 U.S.C. Section 4001 et
7 seq.), or any area of land that borders any river, stream, or other
8 natural body of water and is typically subject to flooding at least
9 once per calendar year.

10 (c) If a landlord or a landlord's agent violates this
11 section and a tenant suffers loss of or damage to the tenant's
12 personal property as a result of a flood, the tenant:

13 (1) may terminate the lease or maintain possession of
14 the premises under the terms of the lease; and

15 (2) is entitled to recover from the landlord the
16 following amounts, less any delinquent rent or other sum for which
17 the tenant is liable to the landlord:

18 (A) the tenant's actual damages;

19 (B) the greater of one month's rent or \$500; and

20 (C) reasonable attorney's fees and court costs
21 incurred in recovering the amounts in Paragraphs (A) and (B).

22 (d) It is a defense under this section that, at the time the
23 parties signed or entered into the lease, the landlord or
24 landlord's agent did not know that the commercial rental property
25 that is the subject of the lease lies within a flood zone.

26 SECTION 4. This Act takes effect September 1, 2003, and
27 applies only to a lease or lease agreement signed or entered into on

1 or after that date. Any lease or lease agreement signed or entered
2 into before September 1, 2003, is governed by the law as it existed
3 at the time the lease or lease agreement was signed, and the former
4 law is continued in effect for that purpose.