

By: Swinford

H.B. No. 2050

A BILL TO BE ENTITLED

AN ACT

relating to the rights and duties of self-service storage facility customers.

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

SECTION 1. Section 59.005, Property Code, is amended to read as follows:

Section 59.005. LATE PAYMENT FEES. (a) The lessor of a self-service storage facility may assess a reasonable late payment fee if a tenant does not pay the entire amount of the rental fee specified in the rental agreement, subject to the following requirements:

(1) no late payment fee shall be assessed unless the rental fee remains unpaid for at least 10 days after the date specified in the rental agreement for payment of the rental fee;

(2) the amount of the late payment fee shall be specified in the occupant's rental agreement;

(3) only one late payment fee shall be assessed for each rental fee payment that is not paid on the date specified in the rental agreement.

(b) For the purposes of this section, a "reasonable late payment fee" is one that does not exceed the following:

(1) \$10, if the rental agreement provides for monthly rent of \$60 or less;

(2) \$15, if the rental agreement provides for monthly

1 rent greater than \$60, but less than \$100;

2 (3) \$20 or 15 percent of the monthly rental fee,  
3 whichever is greater, if the rental agreement provides for monthly  
4 rent of \$100 or more.

5 (c) The provisions of this chapter shall only apply to  
6 rental agreements entered into, or extended, or renewed after the  
7 effective date of this chapter.

8 (d) In addition to the late payment fees, the lessor may  
9 recover all other reasonable expenses incurred under this chapter  
10 ~~[DAMAGES FOR VIOLATION. A person injured by a violation of this~~  
11 ~~chapter may sue for damages under the Deceptive Trade~~  
12 ~~Practices--Consumer Protection Act (Subchapter E, Chapter 17,~~  
13 ~~Business & Commerce Code)].~~

14 SECTION 2. Section 59.043, Property Code, is amended to  
15 read as follows:

16 Sec. 59.043. CONTENTS AND DELIVERY OF NOTICE OF CLAIM. (a)  
17 The lessor's notice to the tenant of the claim must contain:

18 (1) an itemized account of the claim;

19 (2) the name, address, and telephone number of the  
20 lessor or the lessor's agent;

21 (3) a statement that the contents of the self-service  
22 storage facility have been seized under the contractual landlord's  
23 lien; and

24 (4) a statement that if the claim is not satisfied  
25 before the 15th day after the day that the notice is delivered, the  
26 property may be sold at public auction.

27 (b) The lessor must deliver the notice in person, by

1 first-class mail with proof of mailing from the U.S. Post Office or  
2 by certified mail to the tenant's last known address as stated in  
3 the rental agreement or in a written notice from the tenant to the  
4 lessor furnished after the execution of the rental agreement.  
5 Notice by mail is considered delivered when the notice, properly  
6 addressed with postage prepaid, is deposited with the United States  
7 Postal Service.

8 (c) The rental agreement shall request, and provide space  
9 for, the tenant to give the name and address of another person to  
10 whom the notice of claim may be sent. If the tenant provides an  
11 alternate address, the lessor shall send notice to the alternate  
12 address in the manner provided by this section. Failure of a tenant  
13 to provide an alternate address shall not affect an owner's  
14 remedies under this chapter or under any other provision of the law.

15 SECTION 3. This Act takes effect September 1, 2005.