

By: Anchia, Deshotel, Thompson, Dutton,
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H.B. No. 3101

Substitute the following for H.B. No. 3101:

By: Zedler

C.S.H.B. No. 3101

A BILL TO BE ENTITLED

AN ACT

relating to a residential tenant's rights and remedies.

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

SECTION 1. Section 92.0081, Property Code, is amended by amending Subsections (d) and (h) and adding Subsections (k) and (l) to read as follows:

(d) A landlord may not intentionally prevent a tenant from entering the leased premises under Subsection (b)(3) unless:

(1) the landlord's right to change the locks because of a tenant's failure to timely pay rent is placed in the lease;

(2) the tenant is delinquent in paying all or part of the rent; and

(3) (2) ~~(2)~~ the landlord has locally mailed not later than the fifth calendar day before the date on which the door locks are changed or hand-delivered to the tenant or posted on the inside of the main entry door of the tenant's dwelling not later than the third calendar day before the date on which the door locks are changed a written notice stating:

(A) the earliest date that the landlord proposes to change the door locks;

(B) the amount of rent the tenant must pay to prevent changing of the door locks; ~~and~~

(C) the name and street address of the individual to whom, or the location of the on-site management office at which,

the delinquent rent may be discussed or paid during the landlord's normal business hours; and

(D) in underlined or bold print, the tenant's right to receive a key to the new lock at any hour, regardless of whether the tenant pays the delinquent rent.

(h) If a landlord violates this section, the tenant may:

(1) either recover possession of the premises or terminate the lease; and

(2) in addition to any other remedy provided by law, recover from the landlord a civil penalty of one month's rent plus \$1,000 [~~\$500~~], actual damages, court costs, and reasonable attorney's fees in an action to recover property damages, actual expenses, or civil penalties, less any delinquent rent or other sums for which the tenant is liable to the landlord.

(k) A landlord may not change the locks on the door of a tenant's dwelling under Subsection (b)(3):

(1) when the tenant or any other legal occupant is in the dwelling; or

(2) more than once during a rental payment period.

(l) This section does not affect the ability of a landlord to pursue other available remedies, including the remedies provided by Chapter 24.

SECTION 2. Section 92.0131, Property Code, is amended by adding Subsection (c-1) to read as follows:

(c-1) As a precondition for allowing a tenant to park in a specific parking space or a common parking area that the landlord has made available for tenant use, the landlord may require a tenant

1 to provide only the make, model, color, year, license number, and
2 state of registration of the vehicle to be parked.

3 SECTION 3. Subchapter A, Chapter 92, Property Code, is
4 amended by adding Section 92.019 to read as follows:

5 Sec. 92.019. LATE PAYMENT OF RENT; FEES. (a) A landlord
6 may not charge a tenant a late fee for failing to pay rent unless:

7 (1) notice of the fee is included in a written lease;
8 (2) the fee is a reasonable estimate of uncertain
9 damages to the landlord that are incapable of precise calculation
10 and result from late payment of rent; and

11 (3) the rent remains unpaid after the second day after
12 the date the rent was originally due.

13 (b) A late fee under this section may include an initial fee
14 and a daily fee for each day the rent continues to remain unpaid. A
15 daily fee may not be charged for more than 15 days for any single
16 month's rent.

17 (c) A landlord who violates this section is liable to the
18 tenant for an amount equal to the sum of \$100, three times the
19 amount of the late fee charged in violation of this section, and the
20 tenant's reasonable attorney's fees.

21 (d) A provision of a lease that purports to waive a right or
22 exempt a party from a liability or duty under this section is void.

23 (e) This section relates only to a fee, charge, or other sum
24 of money required to be paid under the lease if rent is not paid as
25 provided by Subsection (a)(3), and does not affect the landlord's
26 right to terminate the lease or take other action permitted by the
27 lease or other law. Payment of the fee, charge, or other sum of

1 money by a tenant does not waive the right or remedies provided by
2 this section.

3 SECTION 4. Section 92.056, Property Code, is amended by
4 adding Subsection (g) to read as follows:

5 (g) A lease must contain language in underlined or bold
6 print that informs the tenant of the remedies available under this
7 section and Section 92.0561.

8 SECTION 5. The heading to Subchapter I, Chapter 92,
9 Property Code, is amended to read as follows:

10 SUBCHAPTER I. RENTAL APPLICATION [~~DEPOSITS~~]

11 SECTION 6. Section 92.351, Property Code, is amended by
12 adding Subdivisions (1-a) and (5-a) to read as follows:

13 (1-a) "Application fee" means a nonrefundable sum of
14 money that is given to the landlord to offset the costs of screening
15 an applicant for acceptance as a tenant.

16 (5-a) "Rental application" means a written request
17 made by an applicant to a landlord to lease premises from the
18 landlord.

19 SECTION 7. Subchapter I, Chapter 92, Property Code, is
20 amended by adding Section 92.3515 to read as follows:

21 Sec. 92.3515. NOTICE OF ELIGIBILITY REQUIREMENTS. (a) At
22 the time an applicant is provided with a rental application, the
23 landlord shall provide to the applicant printed notice of the
24 landlord's tenant selection criteria and the grounds for which the
25 rental application may be denied, including the applicant's:

26 (1) criminal history;

27 (2) previous rental history;

1 (3) current income;
2 (4) credit history; or
3 (5) failure to provide accurate or complete
4 information on the application form.

5 (b) If the landlord provides the notice under Subsection
6 (a), the applicant shall sign an acknowledgment indicating the
7 notice was provided. If the acknowledgment is not signed, there is
8 a rebuttable presumption that the notice was not received by the
9 applicant.

10 (c) The acknowledgment required by Subsection (b) must
11 include a statement substantively equivalent to the following:
12 "Signing this acknowledgment indicates that you have had the
13 opportunity to review the landlord's tenant selection criteria.
14 The tenant selection criteria may include factors such as criminal
15 history, credit history, current income, and rental history. If
16 you do not meet the selection criteria, or if you provide inaccurate
17 or incomplete information, your application may be rejected and
18 your application fee will not be refunded."

19 (d) The acknowledgment may be part of the rental application
20 if the notice is underlined or in bold print.

21 (e) If the landlord rejects an applicant and the landlord
22 has not provided the notice required by Subsection (a), the
23 landlord shall return the application fee and any application
24 deposit.

25 (f) If an applicant requests a landlord to mail a refund of
26 the applicant's application fee to the applicant, the landlord
27 shall mail the refund check to the applicant at the address

1 furnished by the applicant.

2 SECTION 8. Section 92.354, Property Code, is amended to
3 read as follows:

4 Sec. 92.354. LIABILITY OF LANDLORD. A landlord who in bad
5 faith fails to refund an application fee or deposit in violation of
6 this subchapter is liable for an amount equal to the sum of \$100,
7 three times the amount wrongfully retained [~~of the application~~
8 ~~deposit~~], and the applicant's reasonable attorney's fees [~~in a suit~~
9 ~~to recover the deposit~~].

10 SECTION 9. Subchapter I, Chapter 92, Property Code, is
11 amended by adding Section 92.355 to read as follows:

12 Sec. 92.355. WAIVER. A provision of a rental application
13 that purports to waive a right or exempt a party from a liability or
14 duty under this subchapter is void.

15 SECTION 10. This Act applies only to a lease agreement or a
16 renewal of a lease agreement entered into, or a rental application
17 received by an applicant, on or after the effective date of this
18 Act. A lease agreement or a renewal of a lease agreement entered
19 into, or a rental application received by an applicant, before the
20 effective date of this Act is covered by the law in effect at the
21 time the lease agreement or renewal of the lease agreement was
22 entered into or the rental application was received, and the former
23 law is continued in effect for that purpose.

24 SECTION 11. This Act takes effect January 1, 2008.