

By: Deshotel

H.B. No. 2427

A BILL TO BE ENTITLED

AN ACT

relating to the rights and responsibilities of residential tenants.

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

SECTION 1. Subchapter A, Chapter 92, Property Code, is amended by adding Sections 92.021 through 92.026 to read as follows:

Sec. 92.021. RIGHT TO VACATE AND AVOID LIABILITY FOLLOWING LOSS OF EMPLOYMENT OR VIOLENT CRIME. (a) A tenant may terminate the tenant's rights and obligations under a lease and may vacate the dwelling and avoid liability for future rent and any other sums due under the lease for terminating the lease and vacating the dwelling before the end of the lease term if the tenant complies with Subsection (b) or (c).

(b) A tenant may exercise the rights under Subsection (a) to terminate the lease, vacate the dwelling before the end of the lease term, and avoid liability beginning on the earliest date on which all of the following events have occurred:

(1) the tenant is terminated, without the fault of the tenant, from employment that provided the majority of the income for the household;

(2) the tenant has delivered a notice describing the loss of employment and giving contact information for the tenant's former employer to enable the landlord to confirm the reason for the termination; and

1 (3) the tenant has vacated the dwelling.

2 (c) A tenant may exercise the rights under Subsection (a) to
3 terminate the lease, vacate the dwelling before the end of the lease
4 term, and avoid liability beginning on the earliest date on which
5 all of the following events have occurred:

6 (1) the leased premises were the scene of a violent
7 criminal act without the fault of the tenant;

8 (2) the tenant has delivered a notice terminating the
9 lease with a copy of a report from the police department describing
10 the act; and

11 (3) the tenant has vacated the dwelling.

12 (d) Except as provided by Subsection (f), this section does
13 not affect a tenant's liability for delinquent, unpaid rent or
14 other sums owed to the landlord before the lease was terminated by
15 the tenant under this section.

16 (e) A landlord who violates this section is liable to the
17 tenant for actual damages, a civil penalty in an amount equal to one
18 month's rent plus \$500, and reasonable attorney's fees.

19 (f) A tenant who terminates a lease under this section is
20 released from all liability for any delinquent, unpaid rent owed to
21 the landlord by the tenant on the effective date of the lease
22 termination if the lease does not contain language substantially
23 equivalent to the following:

24 "Tenants may have special statutory rights to terminate the
25 lease early in certain situations involving loss of employment or
26 violent criminal activities occurring on the leased premises
27 without the fault of the tenant."

1 (g) A tenant's right to terminate a lease before the end of
2 the lease term, vacate the dwelling, and avoid liability under this
3 section may not be waived by a tenant.

4 Sec. 92.022. EARLY TERMINATION OF LEASE BY TENANT WITHOUT
5 CAUSE. (a) A tenant who terminates a lease without cause before
6 the termination date stated in the lease is liable to the landlord
7 for the landlord's damages that result from the tenant's early
8 termination of the lease less any lawful setoffs and amounts
9 collected in the landlord's effort to mitigate damages under
10 Section 91.006.

11 (b) A landlord may not collect damages under this section in
12 excess of the amount of rent required to be paid for the remainder
13 of the lease term.

14 (c) For purposes of this section, the rental rate for the
15 remainder of the lease term may not exceed the rate the tenant was
16 paying before the date the tenant terminated the lease.

17 (d) A provision of a lease that purports to waive a tenant's
18 right or to exempt a landlord from a liability or duty under this
19 section is void.

20 Sec. 92.023. NOTICE REGARDING ENTRY TO DWELLING BY
21 LANDLORD. (a) Unless there is an emergency, a landlord may enter a
22 dwelling only if the entry is authorized in a written lease and the
23 landlord has delivered to the tenant, at least 24 hours before the
24 entry, a written notice containing the date and time the landlord
25 will enter and the purpose for the entry.

26 (b) A landlord may enter a dwelling only:

27 (1) on the date and at the time contained in the

1 written notice required by Subsection (a);

2 (2) for a reason listed in a written lease; and

3 (3) if the date and time are reasonable.

4 (c) For each violation of this section by a landlord, the
5 tenant may recover from the landlord a civil penalty in an amount
6 equal to one month's rent plus \$750, actual damages, court costs,
7 and reasonable attorney's fees and obtain injunctive relief.

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

11 Sec. 92.024. REPORTING OF DEBT BY LANDLORD TO CONSUMER
12 REPORTING AGENCY. (a) A landlord may report rent or other amounts
13 past due and owed by a tenant to a consumer reporting agency, as
14 defined by Section 20.01, Business & Commerce Code, only if there is
15 no controversy concerning the amounts past due and owed.

16 (b) In addition to other remedies provided by law, if a
17 landlord violates this section, the tenant may:

18 (1) recover from the landlord for each violation:

19 (A) the greater of:

20 (i) three times the tenant's actual
21 damages; or

22 (ii) a civil penalty of \$1,000; and

23 (B) court costs and reasonable attorney's fees;

24 and

25 (2) obtain injunctive relief.

26 (c) A provision of a lease that purports to waive a right or
27 to exempt a party from a liability or duty under this section is

1 void.

2 Sec. 92.025. TERMINATION AND EVICTION FOR NONPAYMENT OF
3 RENT. A landlord may terminate the lease agreement and evict a
4 tenant for nonpayment of rent or other amounts due only if:

5 (1) the tenant fails to timely pay rent or other
6 amounts due under the lease that in the aggregate equal the amount
7 of at least one month's rent;

8 (2) the landlord notifies the tenant in writing that:

9 (A) the payment is delinquent; and

10 (B) the lease will be terminated on a date
11 specified in the notice that is not earlier than the seventh day
12 after the date the notice is delivered unless the payment is made on
13 or before the specified date for termination; and

14 (3) the tenant has not tendered the delinquent payment
15 in full to the landlord on or before the date specified in the
16 notice.

17 Sec. 92.026. REIMBURSEMENT OF UTILITIES SERVICES. (a) A
18 landlord may use the electrical service of a tenant to accomplish a
19 repair of the premises or for other good cause if the tenant
20 consents to the use and is reimbursed for the use not later than the
21 10th day after the date the use is completed.

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

25 SECTION 2. Section 301.021, Property Code, is amended by
26 adding Subsection (b-1) to read as follows:

27 (b-1) A person may not discriminate against another person

1 in the terms, conditions, or privileges of the rental of a dwelling
2 or in providing services or facilities in connection with the
3 rental of a dwelling because the other person receives a rent
4 subsidy or other public assistance from a political subdivision of
5 the state or from the state or federal government.

6 SECTION 3. Section 1 of this Act applies only to a lease
7 agreement entered into on or after the effective date of this Act.
8 A lease agreement entered into before the effective date of this Act
9 is governed by the law in effect immediately before the effective
10 date of this Act, and that law is continued in effect for that
11 purpose.

12 SECTION 4. This Act takes effect January 1, 2010.