

BILL ANALYSIS

C.S.H.B. 2525
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Business & Industry
Committee Report (Substituted)

BACKGROUND AND PURPOSE

Currently, a person furnishing labor or materials for landscaping services is entitled to a lien on real property for lack of payment under a written contract with the property owner or the owner's agent, trustee, or receiver. According to concerned parties, however, most persons who provide landscaping services are hired by a general contractor or subcontractor rather than the property owner, so the authority of a landscaper to file a lien under a contract with the property owner has little effect. C.S.H.B. 2525 seeks to put landscapers on an equal footing with other trades in Texas by making provisions of law relating to a mechanic's, contractor's or materialman's lien applicable to a contract between a person who provides certain landscaping services and a contractor or subcontractor of the property owner.

RULEMAKING AUTHORITY

It is the committee's opinion that this bill does not expressly grant any additional rulemaking authority to a state officer, department, agency, or institution.

ANALYSIS

C.S.H.B. 2525 amends the Property Code to include a contractor or subcontractor of a property owner or property owner's agent among the parties entitled to a mechanic's, contractor's, or materialman's lien on the property based on the contractor or subcontractor providing labor and plant material or other supplies for the installation of landscaping for a house or building or improvement, including the construction of a retention pond, retaining wall, berm, irrigation system, fountain, or other similar installation, under or by virtue of a written contract with the owner or owner's agent.

EFFECTIVE DATE

September 1, 2011.

COMPARISON OF ORIGINAL AND SUBSTITUTE

C.S.H.B. 2525 differs from the original by omitting irrigation, water control, or related items as specified improvements for which related labor, material, or other supplies provided by a person for a house, building, or improvement under or by virtue of a contract with certain parties entitles that person to a mechanic's, contractor's, or materialman's lien on the property, whereas the original includes those items. The substitute differs from the original by retaining among those specified improvements labor, material, or other supplies for the construction of a retention pond, retaining wall, berm, irrigation system, fountain, or other similar installation whereas the original removes those specified improvements. The substitute retains specifications removed in the original specifying that the contract to which the lien provision applies is a written contract; that the labor, material, or other supplies to which the provision applies is for the installation of the specified improvements; and that the material to which the provision applies is plant material.

C.S.H.B. 2525 differs from the original in nonsubstantive ways.