

By: Rodriguez of Travis

H.B. No. 1086

A BILL TO BE ENTITLED

AN ACT

1
2 relating to interruption of electric service by a residential
3 landlord.

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

5 SECTION 1. Section 92.008, Property Code, is amended by
6 amending Subsections (b) and (f) and adding Subsections (h), (i),
7 (j), (k), (l), (m), ~~and~~ (n), (o), (p), and (q) to read as follows:

8 (b) Except as provided by this section, a [A] landlord may
9 not interrupt or cause the interruption of water, wastewater, gas,
10 or electric service furnished to a tenant by the landlord as an
11 incident of the tenancy or by other agreement unless the
12 interruption results from bona fide repairs, construction, or an
13 emergency.

14 (f) If a landlord or a landlord's agent violates this
15 section, the tenant may:

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

18 (2) in addition to other remedies available under law,
19 recover from the landlord an amount equal to the sum of the tenant's
20 actual damages, one month's rent ~~or \$500~~ plus \$1,000 ~~whichever is~~
21 ~~greater~~, reasonable attorney's fees, and court costs, less any
22 delinquent rents or other sums for which the tenant is liable to the
23 landlord.

24 (h) Subject to Subsections (i), (j), (k), (m), and (o), a

1 landlord who submeters or allocates or prorates nonsubmetered
2 master metered electricity may interrupt or cause the interruption
3 of electric service for nonpayment by the tenant of electric bill
4 issued to the tenant if:

5 (1) the landlord's right to interrupt electric service
6 is in the written lease;

7 (2) the tenant's electric bill is not paid on or before
8 the 12th day after the date the electric bill is issued;

9 (3) advance written notice of the proposed termination
10 is delivered to the tenant by mail or hand delivery separately from
11 any other written content that:

12 (A) prominently displays the words "electricity
13 termination notice" or similar language either underlined or in
14 bold;

15 (B) includes:

16 (i) the date on which the electric service
17 will be interrupted;

18 (ii) a location where the tenant may go
19 during the landlord's normal business hours to make arrangements to
20 pay the bill to avoid interruption of electric service;

21 (iii) the amount that must be paid to avoid
22 interruption of electric service; and

23 (iv) that when the tenant makes a payment to
24 avoid interruption of electric service, the landlord may not apply
25 that payment to rent or other amounts owed under the lease;

26 (v) that the landlord may not evict a tenant
27 for failure to pay an electric bill when the landlord has

1 interrupted the tenant's electric service unless the tenant fails
2 to pay for the electric service after two days of the interruption,
3 not including weekends or state and federal holidays; and

4 (vi) a description of the tenant's rights
5 under Subsection (j) to avert interruption of service if the
6 interruption will cause a person residing in the tenant's dwelling
7 to become seriously ill or more seriously ill; and

8 (C) is delivered not earlier than the first day
9 after the bill is past due or later than the fifth day before the
10 interruption date stated in the notice; and

11 (4) If a landlord interrupts or causes the
12 interruption of electric service of the leased premises pursuant to
13 this subsection, the landlord, at the same time, delivers a written
14 notice by hand delivery or placing it on the tenant's front door
15 that:

16 (A) prominently displays the words "electricity
17 termination notice" or similar language either underlined or in
18 bold;

19 (B) includes:

20 (i) the date the electric service has been
21 interrupted;

22 (ii) a location where the tenant may go
23 during the landlord's normal business hours to make arrangements to
24 pay the bill to reestablish interruption of electric service;

25 (iii) the amount that must be paid to
26 reestablish electric service;

27 (iv) that when the tenant makes a payment to

1 reestablish electric service, a landlord may not apply that payment
2 to rent or any other amounts owed under the lease;

3 (v) that the landlord may not evict a tenant
4 for failure to pay an electric bill when the landlord has
5 interrupted the tenant's electric service unless the tenant fails
6 to pay for the electric service after two days of the interruption,
7 not including weekends or state and federal holidays; and

8 (vi) a description of the tenant's rights
9 under Subsection (j) to avert interruption of service if the
10 interruption will cause a person residing in the tenant's dwelling
11 to become seriously ill or more seriously ill.

12 (i) Unless a dangerous condition exists or the tenant
13 requests disconnection, a landlord may not interrupt or cause the
14 interruption of electric service under Subsection (h) on a day:

15 (1) on which the landlord or a representative of the
16 landlord is not available to collect electric bill payments and
17 reestablish electric service;

18 (2) that immediately precedes a day described by
19 Subdivision (1); or

20 (3) on which:

21 (A) the previous day's highest temperature did
22 not exceed 32 degrees Fahrenheit and the temperature is predicted
23 to remain at or below that level for the next 24 hours according to
24 the nearest National Weather Service reports; or

25 (B) the National Weather Service issues a heat
26 advisory for a county in which the premises is located or has issued
27 such an advisory on one of the two preceding days.

1 (j) A landlord may not interrupt or cause the interruption
2 of electric service under Subsection (h) of a tenant who, before the
3 interruption date specified in the notice required by Subsection
4 (h)(3), has:

5 (1) established that the interruption will cause a
6 person residing in the tenant's dwelling to become seriously ill or
7 more seriously ill by having a physician, nurse, nurse
8 practitioner, or other similar licensed health care practitioner
9 attending to the person who is or may become ill provide a written
10 statement to the landlord or a representative of the landlord
11 stating that the person will become seriously ill or more seriously
12 ill if the electric service is interrupted; and

13 (2) entered into a deferred payment plan that complies
14 with Subsection (l).

15 (k) If a tenant has established, in accordance with
16 Subsection (j), the circumstances necessary to avoid electric
17 service interruption under that subsection, the landlord may not
18 interrupt or cause the interruption of the tenant's electric
19 service under Subsection (h) before:

20 (1) the 63rd day after the date those circumstances
21 are established; or

22 (2) an earlier date agreed to by the landlord and the
23 tenant.

24 (l) A deferred payment plan for the purposes of this section
25 must be in writing. The deferred payment plan must allow the tenant
26 to pay the outstanding electric bill in installments that extend
27 beyond the due date of the next electric bill and must provide that

1 the delinquent amount may be paid in equal installments over a
2 period equal to at least three electric service billing cycles.

3 (m) A landlord may not interrupt or cause the interruption
4 of electric service under Subsection (h) to a tenant who receives
5 energy assistance for a billing period during which the landlord
6 receives a pledge, letter of intent, purchase order, or other
7 notification that the energy assistance provider is forwarding
8 sufficient payment to continue the electric service.

9 (n) Upon payment of a delinquent electric bill or entry into
10 a deferred payment plan during normal business hours, the landlord
11 shall reconnect the tenant's electric service within two hours of
12 payment or entry into the deferred payment plan.

13 (o) A landlord may not interrupt or cause the interruption
14 of electric service under Subsection (h) for any of the following
15 reasons:

16 (1) a delinquency in payment for electric service
17 furnished to a previous tenant;

18 (2) failure to pay non-electric bills, rent, or other
19 fees;

20 (3) failure to pay electric bills that are six or more
21 months delinquent; and

22 (4) failure to pay an electric bill disputed by the
23 tenant, unless the landlord has conducted an investigation as shall
24 be required by the particular case, and has reported the results in
25 writing to the tenant.

26 (p) A landlord who provides notice in accordance with
27 Subsection (h) may not apply a payment made by a tenant to avoid

1 interruption of utilities or reestablish electric service to rent
2 or any other amounts owed under the lease.

3 (g) The landlord may not evict a tenant for failure to pay an
4 electric bill when the landlord has interrupted the tenant's
5 electric service under Subsection (h) unless the tenant fails to
6 pay for the electric service after two days of the interruption, not
7 including weekends or state and federal holidays.

8 (r) A reconnect fee may be applied if electric service to
9 the tenant is disconnected for nonpayment of bills in accordance
10 with (h) of this section. Such reconnect fee shall be calculated
11 based on the average cost to the owner for the expenses associated
12 with the reconnection, but under no circumstances shall exceed \$10.
13 No reconnect charge may be applied unless agreed to by the tenant in
14 a written lease which states the exact dollar amount of such
15 reconnect charge. No fees may be applied to a deferred payment plan
16 under this section.

17 SECTION 2. The change in law made by this Act applies only
18 to an electric bill that becomes delinquent on or after the
19 effective date of this Act. An electric bill that becomes
20 delinquent before the effective date of this Act is governed by the
21 law applicable to the delinquency immediately before the effective
22 date of this Act, and that law is continued in effect for that
23 purpose.

24 SECTION 3. This Act takes effect September 1, 2013.