

By: Walle

H.B. No. 798

A BILL TO BE ENTITLED

AN ACT

relating to certain rights and duties of residential tenants and landlords; increasing the amount of civil penalties.

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

SECTION 1. The heading to Section 24.005, Property Code, is amended to read as follows:

Sec. 24.005. NOTICE TO CURE DEFAULT FOR NONPAYMENT OF RENT; NOTICE TO VACATE PRIOR TO FILING EVICTION SUIT.

SECTION 2. Section 24.005, Property Code, is amended by amending Subsection (a) and adding Subsections (a-1), (a-2), and (a-3) to read as follows:

(a) Except as provided by Subsections (a-1) and (a-2), if [~~If~~] the occupant is a tenant under a written lease or oral rental agreement, the landlord must give a tenant who defaults or holds over beyond the end of the rental term or renewal period at least three days' written notice to vacate the premises before the landlord files a forcible detainer suit, unless the parties have contracted for a shorter or longer notice period in a written lease or agreement. A landlord who files a forcible detainer suit on grounds that the tenant is holding over beyond the end of the rental term or renewal period must also comply with the tenancy termination requirements of Section 91.001.

(a-1) The landlord must give a residential tenant who defaults for nonpayment of rent 10 days' written notice and an

1 opportunity to cure the default by paying any delinquent rent
2 before issuing the notice to vacate under Subsection (a-2). The
3 written notice must include, in all capital letters in an easily
4 readable font and type size, the words "YOU ARE IN DEFAULT OF THE
5 LEASE FOR NONPAYMENT OF RENT. YOU HAVE 10 DAYS AFTER THE DATE THIS
6 NOTICE WAS DELIVERED TO PAY THE RENT BEFORE A NOTICE TO VACATE MAY
7 BE ISSUED. CALL THE STATE BAR OF TEXAS TOLL-FREE AT 1-877-9TEXBAR
8 IF YOU NEED HELP LOCATING AN ATTORNEY. IF YOU CANNOT AFFORD TO HIRE
9 AN ATTORNEY, YOU MAY BE ELIGIBLE FOR FREE OR LOW-COST LEGAL
10 ASSISTANCE."

11 (a-2) After a landlord gives a tenant an opportunity to cure
12 under Subsection (a-1), the landlord must give the tenant at least
13 14 days' written notice to vacate the premises before the landlord
14 files a forcible detainer suit. The notice to vacate must state the
15 reason for the notice and must include, in all capital letters in an
16 easily readable font and type size, the words "THIS IS NOT AN
17 EVICTION ORDER. THIS IS A DEMAND FOR POSSESSION OF THE PROPERTY.
18 AN EVICTION CASE MAY BE FILED AGAINST YOU 14 DAYS AFTER THE DATE
19 THIS NOTICE WAS DELIVERED. CALL THE STATE BAR OF TEXAS TOLL-FREE AT
20 1-877-9TEXBAR IF YOU NEED HELP LOCATING AN ATTORNEY. IF YOU CANNOT
21 AFFORD TO HIRE AN ATTORNEY, YOU MAY BE ELIGIBLE FOR FREE OR LOW-COST
22 LEGAL ASSISTANCE."

23 (a-3) If applicable, the written notice to vacate must
24 inform a residential tenant of the tenant's right to cure the
25 default for nonpayment of rent under Section 24.00605.

26 SECTION 3. Chapter 24, Property Code, is amended by adding
27 Sections 24.00605, 24.012, 24.013, and 24.014 to read as follows:

1 Sec. 24.00605. RESIDENTIAL TENANT'S RIGHT TO CURE BEFORE
2 WRIT OF POSSESSION EXECUTED. (a) Except as provided by Subsection
3 (b), a residential tenant who is in default for nonpayment of rent
4 under a written or oral lease may cure the default and reinstate the
5 lease by paying all rent, court costs, and attorney's fees not later
6 than the date a writ of possession is executed.

7 (b) Unless the lease provides otherwise, a tenant may not
8 cure a default if the tenant cured a default under this section in
9 the 12-month period preceding the date the writ of possession is
10 executed.

11 Sec. 24.012. ACCESS TO EVICTION CASE INFORMATION. (a) In
12 this section:

13 (1) "Eviction case" means a lawsuit brought under this
14 chapter to recover possession of leased or rented residential real
15 property from a tenant.

16 (2) "Eviction case information" means all records and
17 files related to a filing of an eviction case, including petitions
18 and dispositions.

19 (b) This section applies to an eviction case in which an
20 order granting limited dissemination of eviction case information
21 has not been entered under Section 24.013.

22 (c) The court clerk shall allow access to eviction case
23 information only to:

24 (1) a party to the action, including a party's
25 attorney;

26 (2) a person who provides the clerk with:

27 (A) the names of at least one plaintiff and one

1 defendant; and

2 (B) the address of the premises, including any
3 apartment or unit number;

4 (3) a resident of the premises who:

5 (A) provides the clerk with the name of one of the
6 parties or the case number; and

7 (B) shows proof of residency;

8 (4) a person in accordance with a court order, which
9 may be granted ex parte, issued on a showing of good cause;

10 (5) a person in accordance with a court order issued at
11 the time the judgment in the case is entered, if the judgment is
12 entered:

13 (A) for the plaintiff after a trial; and

14 (B) after the 60th day after the date the
15 complaint was filed; or

16 (6) any other person after the 60th day after the date
17 the complaint was filed:

18 (A) if the plaintiff prevailed in the action
19 before the 60th day after the date the complaint was filed; or

20 (B) if the case involved residential real
21 property purchased at a foreclosure sale and judgment against all
22 defendants was entered for the plaintiff after a trial.

23 (d) If a default or default judgment is set aside after the
24 60th day after the date the complaint was filed, this section
25 applies as if the complaint had been filed on the date the default
26 or default judgment is set aside.

27 (e) This section may not be construed to prohibit the court

1 from issuing an order that bars access to eviction case information
2 if stipulated by the parties to the case.

3 (f) For purposes of this section, good cause for access to
4 eviction case information includes the gathering of:

5 (1) newsworthy facts by a journalist as defined by
6 Article 38.11, Code of Criminal Procedure; and

7 (2) evidence by a party to the eviction case solely for
8 the purpose of filing a request for judicial notice.

9 (g) After the filing of an eviction case, the court clerk
10 shall mail notice to each defendant named in the case. The notice
11 must be mailed to the address provided in the complaint. The notice
12 must contain a statement that an eviction case has been filed
13 against the defendant and that access to the eviction case
14 information will be delayed for 60 days except to a party, an
15 attorney for one of the parties, a person who has good cause for
16 access as determined by a court, or any other person who provides to
17 the clerk:

18 (1) the names of at least one plaintiff and one
19 defendant in the case and provides to the clerk the address,
20 including any applicable apartment or unit number, of the subject
21 premises; or

22 (2) the name of one of the parties in the case or the
23 case number and can establish through proper identification that
24 the person resides at the address identified in the case.

25 (h) The notice must also contain:

26 (1) the name and telephone number of the county bar
27 association for the county in which the case is filed;

1 (2) the name and telephone number of any entity that
2 requests inclusion on the notice and demonstrates to the
3 satisfaction of the court that the entity has been certified by the
4 State Bar of Texas as a lawyer referral service and maintains a
5 panel of attorneys qualified in the practice of landlord-tenant law
6 under the minimum standards for a lawyer referral service
7 established by the State Bar of Texas and Chapter 952, Occupations
8 Code;

9 (3) the following statement: "The State Bar of Texas
10 certifies lawyer referral services in Texas and publishes a list of
11 certified lawyer referral services. To locate a lawyer referral
12 service in your area, access the State Bar's Internet website at
13 www.texasbar.com or call 1-877-9TEXBAR.";

14 (4) the names and telephone numbers of offices that
15 provide legal services at low or no cost to low-income persons in
16 the county in which the action is filed; and

17 (5) a statement that a person receiving the notice may
18 call the telephone numbers described in the notice for legal advice
19 regarding the case.

20 (i) The court clerk shall mail a notice required under this
21 section not earlier than the 24th hour and not later than the 48th
22 hour after the time the eviction case is filed, excluding weekends
23 and holidays.

24 (j) The court clerk shall mail separately to the subject
25 premises one copy of the notice addressed to "all occupants." The
26 notice does not constitute service of the summons and complaint.

27 Sec. 24.013. LIMITED DISSEMINATION OF EVICTION CASE

1 INFORMATION. (a) In this section, "eviction case" and "eviction
2 case information" have the meanings assigned by Section 24.012.

3 (b) Concurrently with a final judgment or dismissal in an
4 eviction case or on petition of a defendant in an eviction case
5 after a final judgment or dismissal in the case, a court shall enter
6 an order of limited dissemination of the eviction case information
7 pertaining to the defendant if:

8 (1) the judgment is or was entered in favor of the
9 defendant;

10 (2) the eviction case is or was dismissed without any
11 relief granted to the plaintiff;

12 (3) the defendant is or was a tenant not otherwise in
13 default and the eviction case was brought by the landlord's
14 successor in interest following foreclosure; or

15 (4) at least three years have elapsed from the date of
16 the final judgment in the eviction case.

17 (c) Concurrently with a final judgment or dismissal in an
18 eviction case or on petition of a defendant in an eviction case
19 after a final judgment or dismissal in the case, a court may order
20 the limited dissemination of eviction case information pertaining
21 to the defendant if the court finds that:

22 (1) the limited dissemination of the eviction case
23 information is in the interest of justice; and

24 (2) the interest of justice is not outweighed by the
25 public's interest in knowing the eviction case information.

26 (d) If an order is entered granting limited dissemination of
27 eviction case information pertaining to a defendant under this

1 section:

2 (1) all courts or court clerks shall delete or redact
3 all index references to the name of the defendant that relate to the
4 eviction case information from the public records; and

5 (2) except to the extent permitted by federal law, a
6 credit reporting agency, a person who regularly collects and
7 disseminates eviction case information, or a person who sells
8 eviction case information may not:

9 (A) disclose the existence of the eviction case;
10 or

11 (B) use the eviction case information as a factor
12 in determining a score or recommendation in a tenant screening
13 report regarding the defendant.

14 (e) A person who knowingly violates Subsection (d) is liable
15 to an injured party for:

- 16 (1) actual damages;
17 (2) exemplary damages of \$1,000; and
18 (3) reasonable attorney's fees and court costs.

19 (f) Notwithstanding Section 41.004(a), Civil Practice and
20 Remedies Code, a court shall award exemplary damages under
21 Subsection (e)(2) to the injured party irrespective of whether the
22 party is awarded actual damages.

23 Sec. 24.014. EVICTION CASE INFORMATION RELATED TO COVID-19
24 PANDEMIC. (a) In this section, "eviction case" has the meaning
25 assigned by Section 24.012.

26 (b) Except as provided by Subsection (d), a landlord may not
27 refuse to rent, negotiate for the rental of, or in any other manner

1 make unavailable or deny a dwelling to a person because of an
2 eviction case brought against the person during a state of disaster
3 declared by the governor under Section 418.014, Government Code,
4 related to the coronavirus disease (COVID-19) pandemic or before
5 the 180th day after the date of termination of the state of
6 disaster.

7 (c) A court may find that limited dissemination of
8 information related to an eviction case brought against a person
9 during the period described by Subsection (b) is in the interest of
10 justice for purposes of Section 24.013.

11 (d) This section does not apply to an eviction case based on
12 actions of the tenant that create an imminent threat to the health
13 or safety of the landlord, a member of the landlord's or tenant's
14 household, other tenants, or neighbors.

15 SECTION 4. Section 92.0081(b), Property Code, is amended to
16 read as follows:

17 (b) A landlord may not intentionally prevent a tenant from
18 entering the leased premises except by judicial process unless the
19 exclusion results from:

20 (1) bona fide repairs, construction, or an emergency;
21 or

22 (2) removing the contents of premises abandoned by a
23 tenant [~~, or~~

24 [~~(3) changing the door locks on the door to the~~
25 ~~tenant's individual unit of a tenant who is delinquent in paying at~~
26 ~~least part of the rent]~~.

27 SECTION 5. The heading to Section 92.011, Property Code, is

1 amended to read as follows:

2 Sec. 92.011. [~~CASH~~] RENTAL PAYMENTS.

3 SECTION 6. Section 92.011, Property Code, is amended by
4 adding Subsection (b-1) to read as follows:

5 (b-1) A landlord shall apply any payment received from a
6 tenant to unpaid rent before applying the payment to a fee, charge,
7 or other sum of money the tenant owes that is not rent. This
8 subsection applies without regard to the method of payment.

9 SECTION 7. Subchapter A, Chapter 92, Property Code, is
10 amended by adding Section 92.0111 to read as follows:

11 Sec. 92.0111. NON-UTILITY MANDATORY SERVICE FEES
12 PROHIBITED. (a) In this section, "mandatory service" means any
13 service other than water, gas, or electric utility services
14 provided to a tenant under a lease and for which the lease does not
15 allow the tenant to voluntarily opt out of receiving the service.

16 (b) A landlord shall include any charges for a mandatory
17 service in the rent and may not charge a tenant a separate fee for a
18 mandatory service.

19 SECTION 8. Section 92.019, Property Code, is amended by
20 amending Subsection (a-1) and adding Subsection (b-1) to read as
21 follows:

22 (a-1) For purposes of this section, a late fee is considered
23 reasonable if ~~+~~

24 ~~(1)~~ the late fee is not more than the lesser of ~~+~~

25 ~~(A) 12 percent of the amount of rent for the~~
26 ~~rental period under the lease for a dwelling located in a structure~~
27 ~~that contains not more than four dwelling units, or~~

1 ~~[(B)]~~ 10 percent of the amount of rent for the
2 rental period under the lease or \$75 ~~[for a dwelling located in a~~
3 ~~structure that contains more than four dwelling units, or~~

4 ~~[(2) the late fee is more than the applicable amount~~
5 ~~under Subdivision (1), but not more than uncertain damages to the~~
6 ~~landlord related to the late payment of rent, including direct or~~
7 ~~indirect expenses, direct or indirect costs, or overhead associated~~
8 ~~with the collection of late payment].~~

9 (b-1) A landlord may not charge a tenant a late fee on an
10 unpaid amount that does not include unpaid rent and consists
11 entirely of a fee, charge, or other sum of money owed by the tenant
12 that is not rent, including a late fee charged under Subsection (a).

13 SECTION 9. Subchapter A, Chapter 92, Property Code, is
14 amended by adding Section 92.022 to read as follows:

15 Sec. 92.022. CERTAIN CRIMINAL MATTERS NOT DEFAULT.
16 Notwithstanding any terms of a lease to the contrary, the arrest,
17 charge, detention, or deferred adjudication or pretrial diversion
18 of a tenant for any crime does not constitute a default under the
19 lease by the tenant.

20 SECTION 10. Subchapter A, Chapter 92, Property Code, is
21 amended by adding Section 92.027 to read as follows:

22 Sec. 92.027. NOTICE REGARDING ENTRY TO DWELLING BY
23 LANDLORD. (a) Except as provided by Subsection (c), a landlord may
24 enter a dwelling only if the landlord delivered to the tenant, at
25 least 48 hours before the entry, a written notice containing the
26 date and time the landlord will enter the tenant's dwelling and the
27 purpose for the entry.

1 (b) After giving notice as required by Subsection (a), a
2 landlord may enter a dwelling only:

3 (1) on the date and at the time contained in the
4 notice; and

5 (2) for the purpose stated in the notice.

6 (c) In the case of an emergency, a landlord may enter a
7 dwelling as necessary without providing the notice required by
8 Subsection (a).

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

12 SECTION 11. Section 92.052, Property Code, is amended by
13 adding Subsections (a-1), (a-2), and (a-3) to read as follows:

14 (a-1) Before a lease is executed, a landlord or a landlord's
15 agent shall:

16 (1) inspect the premises;

17 (2) act diligently to complete all repairs necessary
18 for the premises to be habitable, including ensuring the premises:

19 (A) contain a device to supply hot water of a
20 minimum temperature of 120 degrees Fahrenheit that is in good
21 operating condition; and

22 (B) comply with the requirements of applicable
23 building or housing codes material to the physical health and
24 safety of the ordinary tenant; and

25 (3) affirm in the lease that the landlord has complied
26 with this subsection.

27 (a-2) If, not later than the seventh day after the lease

1 start date and except as provided by Subsection (a-3), a tenant
2 discovers the premises fail to meet the requirements of Subsection
3 (a-1)(2)(A) or (B), the tenant, after notifying the landlord by
4 giving that notice to the person to whom or to the place where the
5 tenant's rent is normally paid, may:

6 (1) terminate the lease;

7 (2) withhold rent payments or have the condition
8 repaired or remedied according to Section [92.0561](#);

9 (3) deduct from the tenant's rent, without necessity
10 of judicial action, the cost of the repair or remedy according to
11 Section [92.0561](#); and

12 (4) obtain judicial remedies according to Section
13 [92.0563](#).

14 (a-3) A tenant who elects to terminate the lease under
15 Subsection (a-2) is:

16 (1) entitled to a pro rata refund of rent from the
17 later of the date of termination or the date the tenant moves out;

18 (2) entitled to deduct the tenant's security deposit
19 from the tenant's rent, without necessity of judicial action, or to
20 obtain a refund of the tenant's security deposit according to law;
21 and

22 (3) not entitled to the other repair and deduct
23 remedies under Section [92.0561](#) or the judicial remedies under
24 Sections [92.0563](#)(a)(1) and (2).

25 SECTION 12. Section [92.054](#), Property Code, is amended by
26 amending Subsections (b) and (c) and adding Subsections (b-1),
27 (b-2), (b-3), (b-4), (b-5), (d), (e), (f), and (g) to read as

1 follows:

2 (b) If after a casualty loss the rental premises are as a
3 practical matter totally unusable for residential purposes and if
4 the casualty loss is not caused by the negligence or fault of the
5 tenant, a member of the tenant's family, or a guest or invitee of
6 the tenant, either the landlord or the tenant may terminate the
7 lease by giving written notice to the other any time before repairs
8 are completed.

9 (b-1) A notice described by Subsection (b) must be provided:

10 (1) to a landlord:

11 (A) by hand delivery or mail to a forwarding
12 address the landlord provides to the tenant by e-mail or otherwise;
13 or

14 (B) if a forwarding address has not been provided
15 as described by Paragraph (A):

16 (i) by hand delivery to the landlord or the
17 landlord's representative at another location; or

18 (ii) by mail to the place where the tenant's
19 rent is normally paid; or

20 (2) to a tenant:

21 (A) by hand delivery or mail to a forwarding
22 address the tenant provides to the landlord by e-mail or otherwise;
23 or

24 (B) if a forwarding address has not been provided
25 as described by Paragraph (A):

26 (i) by hand delivery to the tenant at
27 another location; or

1 (ii) by mail to the tenant's rental
2 premises.

3 (b-2) A termination of a lease as authorized by Subsection
4 (b) may not take effect before the 15th day after the date the
5 notice is delivered. If more than one method under Subsection (b-1)
6 is used to provide notice, the method under which the notice was
7 delivered on the earliest date applies for purposes of this
8 subsection.

9 (b-3) A landlord may not charge rent for the rental premises
10 and rent for the rental premises may not accrue after the date the
11 premises became as a practical matter totally unusable for
12 residential purposes as a result of a casualty loss.

13 (b-4) Subject to Subsection (b-5) and notwithstanding
14 whether the lease termination has taken effect under Subsection
15 (b-2), if a notice to terminate [~~if~~] the lease is provided under
16 this section [~~terminated~~], the landlord shall pay to the tenant not
17 later than the fifth day after the date the notice is delivered:

18 (1) a refund of any prepaid rent;

19 (2) [~~is entitled only to~~] a pro rata refund of rent
20 from the date the rental premises became as a practical matter
21 totally unusable for residential purposes as a result of a casualty
22 loss; [~~tenant moves out~~] and

23 (3) [~~to~~] a full refund of any security deposit
24 [~~otherwise required by law~~].

25 (b-5) If a tenant has not provided the landlord a forwarding
26 address as described by Subsection (b-1)(2)(A), the period for
27 providing the refund amounts specified by Subsection (b-4) is

1 tolled until the tenant provides the landlord a written statement
2 by e-mail or otherwise of the tenant's forwarding address for the
3 purpose of refunding those amounts. A tenant providing notice
4 under Subsection (b) may provide the written statement of the
5 tenant's forwarding address in that notice. A landlord providing
6 notice under Subsection (b) must include a statement informing the
7 tenant of the requirement of this subsection.

8 (c) If after a casualty loss the rental premises are
9 partially unusable for residential purposes and if the casualty
10 loss is not caused by the negligence or fault of the tenant, a
11 member of the tenant's family, or a guest or invitee of the tenant,
12 the tenant is entitled to reduction in the rent for the month in
13 which the casualty loss occurs and any subsequent months in the
14 lease term in which the rental premises are partially unusable for
15 residential purposes. The tenant is entitled to determine the
16 amount of the reduction in the rent, provided the tenant determines
17 [~~in~~] an amount proportionate to the extent the premises are
18 unusable because of the casualty loss [~~, but only on judgment of a~~
19 ~~county or district court~~]. A tenant entitled to a reduction in rent
20 may deduct and withhold from a rent payment the amount the tenant
21 determines [~~A landlord and tenant may agree otherwise in a written~~
22 ~~lease~~].

23 (d) It is a defense in a proceeding to recover unpaid rent
24 for a rental premises, including a proceeding to recover possession
25 of a rental premises for nonpayment of rent, that a rent payment was
26 reduced, deducted, and withheld in accordance with Subsection (c).

27 (e) If a tenant asserts a defense under Subsection (d), the

1 court shall determine the amount of the rent reduction that is
2 proportionate to the extent the premises are unusable because of
3 the casualty. If the tenant withheld an amount less than the amount
4 determined by the court, the court shall enter a judgment for the
5 tenant in an amount equal to the amount the tenant overpaid. If the
6 tenant withheld an amount greater than the amount determined by the
7 court, the court:

8 (1) may assess late fees in accordance with the lease
9 if the court finds the tenant acted in bad faith in reducing or
10 withholding the rent payment;

11 (2) shall order the tenant to pay into the registry of
12 the court or, if the landlord consents in writing, directly to the
13 landlord:

14 (A) an amount equal to the amount the tenant
15 underpaid; and

16 (B) any late fees assessed under Subdivision (1);

17 (3) may not enter a final judgment in the proceeding
18 before the 10th business day after the date the court issued the
19 order of payment under Subdivision (2); and

20 (4) shall dismiss the proceeding against the tenant if
21 the tenant complies with the order of payment under Subdivision (2)
22 before the 10th business day after the date the court issued the
23 order of payment under Subdivision (2).

24 (f) It is a defense in a proceeding to recover possession of
25 a rental premises after the landlord terminates a lease under this
26 section that the premises are totally or partially usable for
27 residential purposes.

1 (g) A provision of a lease is void if the provision purports
2 to:

3 (1) waive a right or exempt a party from a liability or
4 duty under this section; or

5 (2) expand a party's right to unilaterally terminate a
6 lease under this section.

7 SECTION 13. Sections 92.056(b) and (e), Property Code, are
8 amended to read as follows:

9 (b) A landlord is liable to a tenant as provided by this
10 subchapter if:

11 (1) the tenant has given the landlord notice to repair
12 or remedy a condition by giving that notice to the person to whom or
13 to the place where the tenant's rent is normally paid;

14 (2) the condition materially affects the physical
15 health or safety of an ordinary tenant;

16 (3) the tenant has given the landlord a subsequent
17 written notice to repair or remedy the condition after a reasonable
18 time to repair or remedy the condition following the notice given
19 under Subdivision (1) or the tenant has given the notice under
20 Subdivision (1) by sending that notice by:

21 (A) a method specified in the lease;

22 (B) a method generally accepted by the landlord
23 in practice;

24 (C) certified mail, return receipt requested;

25 (D) [~~by~~] registered mail; [~~by~~] or

26 (E) [~~by~~] another form of mail that allows
27 tracking of delivery from the United States Postal Service or a

1 private delivery service;

2 (4) the landlord has had a reasonable time to repair or
3 remedy the condition after the landlord received the tenant's
4 notice under Subdivision (1) and, if applicable, the tenant's
5 subsequent notice under Subdivision (3);

6 (5) the landlord has not made a diligent effort to
7 repair or remedy the condition after the landlord received the
8 tenant's notice under Subdivision (1) and, if applicable, the
9 tenant's notice under Subdivision (3); and

10 (6) the tenant was not delinquent in the payment of
11 rent at the time any notice required by this subsection was given.

12 (e) Except as provided by ~~[in]~~ Subsection (f), a tenant to
13 whom a landlord is liable under Subsection (b) ~~[of this section]~~
14 may:

15 (1) terminate the lease;

16 (2) withhold rent payments or have the condition
17 repaired or remedied according to Section 92.0561;

18 (3) deduct from the tenant's rent, without necessity
19 of judicial action, the cost of the repair or remedy according to
20 Section 92.0561; and

21 (4) obtain judicial remedies according to Section
22 92.0563.

23 SECTION 14. The heading to Section 92.0561, Property Code,
24 is amended to read as follows:

25 Sec. 92.0561. TENANT'S REPAIR AND DEDUCT AND RENT
26 WITHHOLDING REMEDIES.

27 SECTION 15. Section 92.0561, Property Code, is amended by

1 amending Subsections (a), (d), (e), and (f) and adding Subsections
2 (l) and (m) to read as follows:

3 (a) If the landlord is liable to the tenant under Section
4 92.056(b), the tenant may:

5 (1) withhold rent payments; or

6 (2) have the condition repaired or remedied and may
7 deduct the cost from a subsequent rent payment as provided in this
8 section.

9 (d) Repairs under this section may be made or rent payments
10 may be withheld only if [~~all of the following requirements are met~~]:

11 (1) the [~~The~~] landlord has a duty to repair or remedy
12 the condition under Section 92.052, and the duty has not been waived
13 in a written lease by the tenant under [~~Subsection (e) or (f) of~~]
14 Section 92.006(e) or (f); [~~92.006.~~]

15 (2) the [~~The~~] tenant has given notice to the landlord
16 as required by Section 92.056(b)(1), and, if required, a subsequent
17 notice under Section 92.056(b)(3);

18 (3) if the tenant intends to repair or remedy the
19 condition, [~~and~~] at least one of the [~~those~~] notices under
20 Subdivision (2):

21 (A) states that the tenant intends to repair or
22 remedy the condition; and

23 (B) contains [~~. The notice shall also contain~~] a
24 reasonable description of the intended repair or remedy; and [~~-~~]

25 (4) any [~~(3) Any~~] one of the following events has
26 occurred:

27 (A) the [~~The~~] landlord has failed to remedy the

1 backup or overflow of raw sewage inside the tenant's dwelling or the
2 flooding from broken pipes or natural drainage inside the dwelling;
3 [~~+~~]

4 (B) the [~~The~~] landlord has expressly or impliedly
5 agreed in the lease to furnish potable water to the tenant's
6 dwelling and the water service to the dwelling has totally ceased;
7 [~~+~~]

8 (C) the [~~The~~] landlord has expressly or impliedly
9 agreed in the lease to furnish heating or cooling equipment, and [~~+~~]
10 the equipment is not producing adequate [~~inadequate~~] heat or cooled
11 air; or [~~+~~ ~~and the landlord has been notified in writing by the~~
12 ~~appropriate local housing, building, or health official or other~~
13 ~~official having jurisdiction that the lack of heat or cooling~~
14 ~~materially affects the health or safety of an ordinary tenant.~~]

15 (D) the [~~The~~] landlord has been notified in
16 writing by the appropriate local housing, building, or health
17 official or other official having jurisdiction that the condition
18 materially affects the health or safety of an ordinary tenant.

19 (e) If the requirements of Subsection (d) [~~of this section~~]
20 are met, a tenant may withhold rent payments or:

21 (1) have the condition repaired or remedied
22 immediately following the tenant's notice of intent to repair if
23 the condition involves sewage or flooding as described by [~~referred~~
24 ~~to in Paragraph (A) of Subdivision (3) of]~~ Subsection (d)(4)(A)
25 [~~(d) of this section~~];

26 (2) have the condition repaired or remedied if the
27 condition involves a cessation of potable water as described by

1 ~~[referred to in Paragraph (A) of Subdivision (3) of]~~ Subsection
2 (d)(4)(B) ~~[(d) of this section]~~ and if the landlord has failed to
3 repair or remedy the condition within three days following the
4 tenant's delivery of notice of intent to repair;

5 (3) have the condition repaired or remedied if the
6 condition involves inadequate heat or cooled air as described by
7 ~~[referred to in Paragraph (C) of Subdivision (3) of]~~ Subsection
8 (d)(4)(C) ~~[(d) of this section]~~ and if the landlord has failed to
9 repair the condition within three days after delivery of the
10 tenant's notice of intent to repair; or

11 (4) have the condition repaired or remedied if:

12 (A) the condition is not covered by Subsection
13 (d)(4)(A) ~~[Paragraph (A)]~~, (B), or (C);

14 (B) the condition ~~[of Subdivision (3) of~~
15 ~~Subsection (d) of this section and]~~ involves a condition affecting
16 the physical health or safety of the ordinary tenant as described by
17 ~~[referred to in Paragraph (D) of Subdivision (3) of]~~ Subsection
18 (d)(4)(D); ~~[(d) of this section]~~ and

19 (C) [if] the landlord has failed to repair or
20 remedy the condition within seven days after delivery of the
21 tenant's notice of intent to repair.

22 (f) Repairs made pursuant to the tenant's notice must be
23 made by a company, contractor, or repairman listed in the yellow or
24 business pages of the telephone directory, on an Internet website
25 that aggregates and provides information about other businesses
26 that perform repair work, or in the classified advertising section
27 of a newspaper of the local city, county, or adjacent county at the

1 time of the tenant's notice of intent to repair. Unless the
2 landlord and tenant agree otherwise under Subsection (g) [~~of this~~
3 ~~section~~], repairs may not be made by the tenant, the tenant's
4 immediate family, the tenant's employer or employees, or a company
5 in which the tenant has an ownership interest. Repairs may not be
6 made to the foundation or load-bearing structural elements of the
7 building if it contains two or more dwelling units.

8 (1) If the tenant chooses to withhold rent payments under
9 this section, the tenant may withhold rent until the repair is
10 completed. The tenant shall pay all rent owed not later than the
11 second business day after the date the repair is completed. The
12 tenant may not withhold rent payments due before the tenant
13 notified the landlord of the condition in need of repair or remedy.

14 (m) A landlord may not charge a late fee for rent properly
15 withheld under this section.

16 SECTION 16. Section 92.0563(a), Property Code, is amended
17 to read as follows:

18 (a) A tenant's judicial remedies under Section 92.056
19 shall include:

20 (1) an order directing the landlord to take reasonable
21 action to repair or remedy the condition;

22 (2) an order reducing the tenant's rent, from the date
23 of the first repair notice, in proportion to the reduced rental
24 value resulting from the condition until the condition is repaired
25 or remedied;

26 (3) a judgment against the landlord for a civil
27 penalty of one month's rent plus \$2,000 [~~\$500~~];

1 (4) a judgment against the landlord for the amount of
2 the tenant's actual damages; and

3 (5) court costs and attorney's fees, excluding any
4 attorney's fees for a cause of action for damages relating to a
5 personal injury.

6 SECTION 17. Section 92.331(b), Property Code, is amended to
7 read as follows:

8 (b) A landlord may not, because [~~within six months after the~~
9 ~~date~~] of the tenant's action under Subsection (a), retaliate
10 against the tenant by:

11 (1) filing an eviction proceeding, except for the
12 grounds stated by Section 92.332;

13 (2) depriving the tenant of the use of the premises,
14 except for reasons authorized by law;

15 (3) decreasing services to the tenant;

16 (4) increasing the tenant's rent or terminating the
17 tenant's lease; or

18 (5) engaging, in bad faith, in a course of conduct that
19 materially interferes with the tenant's rights under the tenant's
20 lease.

21 SECTION 18. Section 92.333, Property Code, is amended to
22 read as follows:

23 Sec. 92.333. TENANT REMEDIES. In addition to other
24 remedies provided by law, if a landlord retaliates against a tenant
25 under this subchapter, the tenant may recover from the landlord a
26 civil penalty of one month's rent plus \$2,000 [~~\$500~~], actual
27 damages, court costs, and reasonable attorney's fees in an action

1 for recovery of property damages, moving costs, actual expenses,
2 civil penalties, or declaratory or injunctive relief, less any
3 delinquent rents or other sums for which the tenant is liable to the
4 landlord. If the tenant's rent payment to the landlord is
5 subsidized in whole or in part by a governmental entity, the civil
6 penalty granted under this section shall reflect the fair market
7 rent of the dwelling plus \$2,000 [~~\$500~~].

8 SECTION 19. Section 92.351, Property Code, is amended by
9 adding Subdivisions (3-a) and (3-b) to read as follows:

10 (3-a) "Conditional offer" means an offer to rent or
11 lease a rental unit to an applicant that is contingent on the
12 landlord's subsequent inquiry into the applicant's criminal
13 history.

14 (3-b) "Conviction" means a verdict or plea of guilty
15 or nolo contendere. The term does not include deferred
16 adjudication or community supervision.

17 SECTION 20. Section 92.3515, Property Code, is amended by
18 amending Subsection (a) and adding Subsection (a-1) to read as
19 follows:

20 (a) At the time an applicant is provided with a rental
21 application and before accepting an application fee, the landlord
22 shall make available to the applicant printed notice of the
23 landlord's tenant selection criteria and the grounds for which the
24 rental application may be denied, including the applicant's:

- 25 (1) criminal history;
26 (2) previous rental history;
27 (3) current income;

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

4 (a-1) The printed notice must state in writing that the
5 applicant may provide evidence showing:

6 (1) the inaccuracies in the applicant's criminal
7 history;

8 (2) the applicant's rehabilitation or rehabilitative
9 effort while incarcerated or after release; or

10 (3) other mitigating factors.

11 SECTION 21. Section 92.354, Property Code, is amended to
12 read as follows:

13 Sec. 92.354. LIABILITY OF LANDLORD. (a) A landlord who in
14 bad faith fails to refund an application fee or deposit in violation
15 of this subchapter is liable for an amount equal to the sum of \$100,
16 three times the amount wrongfully retained, and the applicant's
17 reasonable attorney's fees.

18 (b) A landlord who violates Section 92.356 is liable for an
19 amount equal to the sum of \$500 and the applicant's reasonable
20 attorney's fees.

21 SECTION 22. Subchapter I, Chapter 92, Property Code, is
22 amended by adding Section 92.356 to read as follows:

23 Sec. 92.356. CRIMINAL RECORD SCREENING. (a) A landlord
24 screening an applicant's criminal history may not inquire about or
25 consider a previous arrest of the applicant if the arrest did not
26 result in a conviction.

27 (b) Before making a conditional offer, a landlord may not

1 inquire about or require an applicant to disclose or reveal a
2 pending criminal charge.

3 (c) Notwithstanding Subsection (b), a landlord may require
4 an applicant to authorize the landlord to perform an inquiry or any
5 other check related to the landlord's tenant selection criteria in
6 deciding whether to rent or lease to an applicant.

7 (d) After making a conditional offer, a landlord screening
8 an applicant's criminal history may not consider a criminal
9 conviction that occurred more than three years before the date of
10 the conditional offer.

11 (e) A landlord may withdraw a conditional offer based on an
12 applicant's criminal conviction that occurred less than three years
13 before the date of the conditional offer only if the landlord
14 determines the withdrawal achieves a substantial, legitimate,
15 nondiscriminatory interest. The landlord's determination must be
16 reasonable after consideration of:

17 (1) the nature and severity of the criminal offense;

18 (2) the age of the applicant at the time of the
19 occurrence of the criminal offense;

20 (3) the time elapsed since the occurrence of the
21 criminal offense;

22 (4) any information the applicant produced, or
23 produced on the applicant's behalf, in regard to the applicant's
24 rehabilitation and good conduct since the occurrence of the
25 criminal offense;

26 (5) the degree to which the criminal offense, if it
27 reoccurred, would negatively impact the safety of the landlord's

1 other tenants or property; and

2 (6) whether the criminal offense occurred on or was
3 connected to property the applicant rented or leased.

4 (f) The landlord may not have a policy to ban renting or
5 leasing to tenants with a criminal conviction history. A
6 determination to withdraw a conditional offer must be based on an
7 individualized assessment considering the factors described by
8 Subsection (e).

9 (g) If a landlord withdraws a conditional offer, the
10 landlord shall provide the applicant with written notification that
11 includes, with specificity, the reasons for the withdrawal. Not
12 later than the 20th day after the date notice is provided, the
13 applicant may request that the landlord provide the applicant a
14 copy of all information on which the landlord relied in considering
15 the applicant, including criminal records. A landlord shall
16 provide the information, free of charge, not later than the 10th day
17 after the date the request is received.

18 (h) This section may not be construed to allow a landlord to
19 inquire about or require an applicant to disclose:

20 (1) a pending criminal accusation against any
21 prospective tenant; or

22 (2) a finding that a child, as defined by Section
23 51.02, Family Code, who will reside in the rental unit, engaged in
24 delinquent conduct or conduct indicating a need for supervision.

25 (i) This section does not apply:

26 (1) to a landlord who owns and occupies a multiunit
27 complex that has three or fewer dwelling units; or

1 (2) if a federal law or regulation or other law:

2 (A) requires the consideration of an applicant's
3 criminal history for the purposes of obtaining housing; or

4 (B) allows for denial of an applicant due to
5 certain criminal convictions.

6 SECTION 23. Section 94.251, Property Code, is amended to
7 read as follows:

8 Sec. 94.251. RETALIATION BY LANDLORD. (a) A landlord may
9 not retaliate against a tenant by taking an action described by
10 Subsection (b) because the tenant:

11 (1) in good faith exercises or attempts to exercise
12 against a landlord a right or remedy granted to the tenant by the
13 lease agreement, a municipal ordinance, or a federal or state
14 statute;

15 (2) gives the landlord a notice to repair or exercise a
16 remedy under this chapter; ~~or~~

17 (3) complains to a governmental entity responsible for
18 enforcing building or housing codes, a public utility, or a civic or
19 nonprofit agency, and the tenant:

20 (A) claims a building or housing code violation
21 or utility problem; and

22 (B) believes in good faith that the complaint is
23 valid and that the violation or problem occurred; or

24 (4) establishes, attempts to establish, or
25 participates in a tenant organization.

26 (b) A landlord may not, because ~~[within six months after the~~
27 ~~date]~~ of the tenant's action under Subsection (a), retaliate

1 against the tenant by:

2 (1) filing an eviction proceeding, except for the
3 grounds stated by Subchapter E;

4 (2) depriving the tenant of the use of the premises,
5 except for reasons authorized by law;

6 (3) decreasing services to the tenant;

7 (4) increasing the tenant's rent;

8 (5) terminating the tenant's lease agreement; or

9 (6) engaging, in bad faith, in a course of conduct that
10 materially interferes with the tenant's rights under the tenant's
11 lease agreement.

12 SECTION 24. Sections 92.0081(c), (d), (e), (e-1), (f), (g),
13 (i), and (k), Property Code, are repealed.

14 SECTION 25. The changes in law made by this Act apply only
15 to a lease or rental agreement entered into or renewed on or after
16 the effective date of this Act. A lease or rental agreement entered
17 into or renewed before the effective date of this Act is governed by
18 the law in effect immediately before the effective date of this Act,
19 and the former law is continued in effect for that purpose.

20 SECTION 26. Not later than January 1, 2026, the Texas
21 Supreme Court shall adopt the rules necessary to implement Sections
22 24.012 and 24.013, Property Code, as added by this Act.

23 SECTION 27. (a) Except as provided by Subsection (b) of
24 this section, this Act takes effect January 1, 2026.

25 (b) Section 26 of this Act takes effect September 1, 2025.