

By: Simmons

H.B. No. 2900

A BILL TO BE ENTITLED

AN ACT

1
2 relating to a landlord's duty to provide and maintain in good
3 operating condition heating and air conditioning equipment in an
4 apartment unit.

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

6 SECTION 1. Section 92.006, Property Code, is amended by
7 adding Subsection (i) to read as follows:

8 (i) A landlord's duty under Section 92.027 to provide and
9 maintain in good operating condition heating and air conditioning
10 equipment in an apartment unit may not be waived.

11 SECTION 2. Subchapter A, Chapter 92, Property Code, is
12 amended by adding Section 92.027 to read as follows:

13 Sec. 92.027. LANDLORD'S DUTY TO PROVIDE HEATING AND AIR
14 CONDITIONING IN APARTMENT UNIT. A landlord shall provide and
15 maintain in good operating condition heating and air conditioning
16 equipment in each apartment unit capable of:

17 (1) cooling each room of the apartment unit to 65
18 degrees Fahrenheit; and

19 (2) heating each room of the apartment unit to 85
20 degrees Fahrenheit.

21 SECTION 3. Section 92.052(a), Property Code, is amended to
22 read as follows:

23 (a) A landlord shall make a diligent effort to repair or
24 remedy a condition if:

1 (1) the tenant specifies the condition in a notice to
2 the person to whom or to the place where rent is normally paid;

3 (2) the tenant is not delinquent in the payment of rent
4 at the time notice is given; and

5 (3) the condition:

6 (A) materially affects the physical health or
7 safety of an ordinary tenant; or

8 (B) arises from the landlord's failure to provide
9 and maintain in good operating condition:

10 (i) a device to supply hot water of a
11 minimum temperature of 120 degrees Fahrenheit; or

12 (ii) heating and air conditioning equipment
13 in the apartment unit as required by Section 92.027.

14 SECTION 4. Section 92.056, Property Code, is amended by
15 amending Subsections (b) and (d) and adding Subsections (h) and (i)
16 to read as follows:

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

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

22 (2) the condition:

23 (A) materially affects the physical health or
24 safety of an ordinary tenant; or

25 (B) arises from the landlord's failure to provide
26 and maintain in good operating condition heating and air
27 conditioning equipment in the apartment unit as required by Section

1 92.027;

2 (3) the tenant has given the landlord a subsequent
3 written notice to repair or remedy the condition after a reasonable
4 time to repair or remedy the condition following the notice given
5 under Subdivision (1) or the tenant has given the notice under
6 Subdivision (1) by sending that notice by certified mail, return
7 receipt requested, by registered mail, or by another form of mail
8 that allows tracking of delivery from the United States Postal
9 Service or a private delivery service;

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

14 (5) the landlord has not made a diligent effort to
15 repair or remedy the condition after the landlord received the
16 tenant's notice under Subdivision (1) and, if applicable, the
17 tenant's notice under Subdivision (3); and

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

20 (d) For purposes of Subsection (b)(3) or (4), in determining
21 whether a period of time is a reasonable time to repair or remedy a
22 condition, there is a rebuttable presumption that seven days is a
23 reasonable time, except that five days is a reasonable time if the
24 condition arises from the landlord's failure to provide and
25 maintain in good operating condition heating and air conditioning
26 equipment in the apartment unit as required by Section 92.027. To
27 rebut that presumption, the date on which the landlord received the

1 tenant's notice, the severity and nature of the condition, and the
2 reasonable availability of materials and labor and of utilities
3 from a utility company must be considered.

4 (h) If a landlord is liable to a tenant under Subsection
5 (b)(2)(B), the landlord shall provide at no cost to the tenant:

6 (1) portable heating and air conditioning equipment
7 capable of maintaining the temperature as required by Section
8 92.027; or

9 (2) alternative housing accommodation furnished with
10 heating and air conditioning equipment capable of maintaining the
11 temperature as required by Section 92.027.

12 (i) For purposes of Subsection (h), portable heating and air
13 conditioning equipment may be a portable window or floor unit. The
14 term does not include a portable fan that is not designed to raise
15 or lower the temperature of air in an enclosed space.

16 SECTION 5. The changes in law made by this Act apply only to
17 a residential lease entered into or renewed on or after the
18 effective date of this Act. A residential lease entered into or
19 renewed before the effective date of this Act is governed by the law
20 applicable to the lease or rental agreement immediately before that
21 date, and the former law is continued in effect for that purpose.

22 SECTION 6. This Act takes effect September 1, 2025.