

By: Middleton

S.B. No. 851

A BILL TO BE ENTITLED

AN ACT

relating to repairs made pursuant to a tenant's notice of intent to repair and the refund of a tenant's security deposit.

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

SECTION 1. Section 92.0561(f), Property Code, is amended to read as follows:

(f) Repairs made pursuant to the tenant's notice must be made by an independent [a] company, contractor, or repairman ~~[listed in the yellow or business pages of the telephone directory or in the classified advertising section of a newspaper of the local city, county, or adjacent county at the time of the tenant's notice of intent to repair]~~. If the rental unit is located in a municipality requiring the company, contractor, or repairman to be licensed, the person or entity performing the repair must be licensed in accordance with the municipality's requirements.

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

SECTION 2. Section 92.107, Property Code, is amended to read as follows:

Sec. 92.107. TENANT'S FORWARDING ADDRESS. (a) The

1 landlord is not obligated to return a tenant's security deposit or  
2 give the tenant a written description of damages and charges until  
3 the tenant provides [~~gives~~] the landlord a written statement of the  
4 tenant's forwarding address for the purpose of refunding the  
5 security deposit.

6 (b) A tenant may satisfy the requirement of Subsection (a):

7 (1) by providing the statement in accordance with the  
8 lease; or

9 (2) regardless of the lease terms, by:

10 (A) hand-delivering the statement to the  
11 landlord or landlord's property manager if rent has been paid in  
12 that manner; or

13 (B) sending the statement to the landlord or  
14 landlord's property manager or to an address where the tenant has  
15 paid rent under the lease by:

16 (i) first class mail;

17 (ii) certified mail, return receipt  
18 requested;

19 (iii) registered mail; or

20 (iv) any other delivery service that  
21 provides delivery tracking information.

22 (c) A tenant who complies with Subsection (b) has satisfied  
23 the requirement of Subsection (a), even if the landlord fails to  
24 claim or refuses delivery of the written statement of the tenant's  
25 forwarding address.

26 (d) The tenant does not forfeit the right to a refund of the  
27 security deposit or the right to receive a description of damages

1 and charges merely for failing to give a forwarding address to the  
2 landlord.

3 SECTION 3. Section 92.109(d), Property Code, is amended to  
4 read as follows:

5 (d) A landlord is presumed to have acted in bad faith if the  
6 landlord ~~[who]~~ fails either to return a security deposit or to  
7 provide a written description and itemization of deductions on or  
8 before the 30th day after the date the tenant has both:

- 9 (1) surrendered ~~[surrenders]~~ possession; and  
10 (2) satisfied the requirement of Section 92.107(a) ~~[is~~  
11 ~~presumed to have acted in bad faith]~~.

12 SECTION 4. Section 94.107, Property Code, is amended to  
13 read as follows:

14 Sec. 94.107. TENANT'S FORWARDING ADDRESS. (a) A landlord  
15 is not obligated to return a tenant's security deposit or give the  
16 tenant a written description of damages and charges until the  
17 tenant provides ~~[gives]~~ the landlord a written statement of the  
18 tenant's forwarding address for the purpose of refunding the  
19 security deposit.

20 (b) A tenant may satisfy the requirement of Subsection (a):

21 (1) by providing the statement in accordance with the  
22 lease; or

23 (2) regardless of the lease terms, by:

24 (A) hand-delivering the statement to the  
25 landlord or landlord's property manager if rent has been paid in  
26 that manner; or

27 (B) sending a statement to the landlord or

1 landlord's property manager or to an address where the tenant has  
2 paid rent under the lease by:

- 3 (i) first class mail;  
4 (ii) certified mail, return receipt  
5 requested;  
6 (iii) registered mail; or  
7 (iv) any other delivery service that  
8 provides delivery tracking information.

9 (c) A tenant who complies with Subsection (b) has satisfied  
10 the requirement of Subsection (a), even if the landlord fails to  
11 claim or refuses delivery of the written statement of the tenant's  
12 forwarding address.

13 (d) The tenant does not forfeit the right to a refund of the  
14 security deposit or the right to receive a description of damages  
15 and charges merely for failing to give a forwarding address to the  
16 landlord.

17 SECTION 5. Section 94.109(d), Property Code, is amended to  
18 read as follows:

19 (d) A landlord is presumed to have acted in bad faith if the  
20 landlord ~~[who]~~ fails either to return a security deposit or to  
21 provide a written description and itemization of deductions on or  
22 before the 30th day after the date the tenant has both:

- 23 (1) surrendered ~~[surrenders]~~ possession; and  
24 (2) satisfied the requirement of Section 94.107(a) ~~[is~~  
25 ~~presumed to have acted in bad faith]~~.

26 SECTION 6. Section 94.157(g), Property Code, is amended to  
27 read as follows:

1           (g) Repairs made based on a tenant's notice must be made by  
2 an independent [a] company, contractor, or repairman [~~listed at the~~  
3 ~~time of the tenant's notice of intent to repair in the yellow or~~  
4 ~~business pages of the telephone directory or in the classified~~  
5 ~~advertising section of a newspaper of the municipality or county in~~  
6 ~~which the manufactured home community is located or in an adjacent~~  
7 ~~county~~]. If the rental unit is located in a municipality requiring  
8 the company, contractor, or repairman to be licensed, the person or  
9 entity performing the repair must be licensed in accordance with  
10 the municipality's requirements. Unless the landlord and tenant  
11 agree otherwise under Subsection (i), repairs may not be made by the  
12 tenant, the tenant's immediate family, the tenant's employer or  
13 employees, or a company in which the tenant has an ownership  
14 interest. Repairs may not be made to the foundation or load-bearing  
15 structural elements of the manufactured home lot.

16           SECTION 7. The changes in law made by this Act apply only to  
17 a lease entered into or renewed on or after the effective date of  
18 this Act. A lease entered into or renewed before the effective date  
19 of this Act is governed by the law in effect immediately before the  
20 effective date of this Act, and that law is continued in effect for  
21 that purpose.

22           SECTION 8. This Act takes effect September 1, 2025.