

By: _____

___.B. No. _____

A BILL TO BE ENTITLED

AN ACT

relating to non-substantive revisions to sections of the Property Code removing archaic references and clarifying delivery by tenant of a forwarding address.

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

SECTION 1. Chapter 92 of the Property Code, is amended by revisions to Section 92.0561 as follows:

Sec. 92.0561. TENANT'S REPAIR AND DEDUCT REMEDIES.

(f) Repairs made pursuant to the tenant's notice must be made by an independent 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 by that municipality. 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. Chapter 94 of the Property Code, is amended by revisions to Section 94.157 as follows:

Sec. 94.157. TENANT'S REPAIR AND DEDUCT REMEDIES.

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

11 SECTION 3. Chapter 92 of the Property Code, is amended by revisions to Section 92.107
12 as follows:

13 **Sec. 92.107. TENANT'S FORWARDING ADDRESS.** (a) The landlord is not obligated to
14 return a tenant's security deposit or give the tenant a written description of damages and charges
15 until the tenant [~~gives~~] "provides" the landlord a written statement of the tenant's forwarding
16 address for the purpose of refunding the security deposit. The tenant's forwarding address must
17 be provided by the tenant to the landlord or its property manager according to the terms and
18 means for notice set out in the lease, or if the lease does not include a notice provision, then by
19 hand delivery; by certified mail, return receipt requested; by registered mail; or by another form of
20 mail that allows tracking of delivery from the United States Postal Service or a private delivery
21 service to the landlord, or property manager, or place where rent has been paid during the term
22 of the lease.

23 (b) The tenant does not forfeit the right to a refund of the security deposit or the right to
24 receive a description of damages and charges merely for failing to give a forwarding address to
25 the landlord.

1 SECTION 4. Chapter 92 of the Property Code, is amended by revisions to Section 92.109
2 as follows:

3 **Sec. 92.109. LIABILITY OF LANDLORD.** (a) A landlord who in bad faith retains a security
4 deposit in violation of this subchapter is liable for an amount equal to the sum of \$100, three times
5 the portion of the deposit wrongfully withheld, and the tenant's reasonable attorney's fees in a suit
6 to recover the deposit.

7 (b) A landlord who in bad faith does not provide a written description and itemized list of
8 damages and charges in violation of this subchapter:

9 (1) forfeits the right to withhold any portion of the security deposit or to bring suit
10 against the tenant for damages to the premises; and

11 (2) is liable for the tenant's reasonable attorney's fees in a suit to recover the
12 deposit.

13 (c) In an action brought by a tenant under this subchapter, the landlord has the burden of
14 proving that the retention of any portion of the security deposit was reasonable.

15 (d) A landlord who fails either to return a security deposit or to provide a written description
16 and itemization of deductions on or before the 30th day after the date the tenant provides the
17 landlord a written statement of the tenant's forwarding address pursuant to Section 92.107 and
18 surrenders possession is presumed to have acted in bad faith.