



# The Supreme Court of Texas

CHIEF JUSTICE  
JAMES D. BLACKLOCK

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March 11, 2026

Chief Justice Tracy E. Christopher  
Chair, Supreme Court Advisory Committee  
14th Court of Appeals  
301 Fannin, Room 245  
Houston, Texas 77002

Re: Referral of Rules Issues

Dear Chief Justice Christopher:

The Supreme Court asks the Committee to study and make recommendations on the following matters.

**Re-Entry Forms Kit.** In response to SB 478, passed by the 84th Legislature, the Court established the Landlord-Tenant Forms Task Force to draft forms for use by individuals representing themselves in residential landlord-tenant matters. On October 16, 2025, the Task Force submitted a proposed kit of forms to assist tenants whose landlords refuse entry to a residential property. The Committee should review and make recommendations.

**Utility Restoration Forms Kit.** On October 16, 2025, the Task Force also submitted a proposed kit of forms to assist tenants whose landlords wrongfully shut off utility services. The Committee should review and make recommendations.

**Writ of Retrieval Forms Kit.** On November 13, 2025, the Task Force submitted a proposed kit of forms to assist former tenants in retrieving certain critical items from a former residence. The Committee should review and make recommendations.

**Security Devices Forms Kit.** On February 12, 2026, the Task Force submitted a proposed kit of forms to assist tenants whose landlords have not provided

legally required security devices. The Committee should review and make recommendations.

As always, the Court is grateful for the Committee's counsel and your leadership.

Sincerely,

A handwritten signature in black ink that reads "Jane N. Bland". The signature is written in a cursive, flowing style.

Jane N. Bland  
Justice

#### Attachments

cc: Hon. Jimmy Blacklock, Chief Justice  
Hon. Evan Young, Deputy Liaison, Supreme Court Advisory Committee  
Marcy Hogan Greer, Vice-Chair, Supreme Court Advisory Committee  
Jackie Daumerie, Rules Attorney

Case Number \_\_\_\_\_  
(The Clerk's office will fill in the Case Number when you file this form)

\_\_\_\_\_  
Name of Plaintiff(s)/Tenant(s) In the Justice Court, Precinct\_\_\_\_\_, Place \_\_\_\_\_,  
(Precinct and Place Number)

VS.

\_\_\_\_\_  
Name of Defendant/Landlord/Landlord's Authorized Agent \_\_\_\_\_ County, Texas  
(County Name)

**Plaintiff/Tenant's Request for  
Writ of Reentry**

**1. Request to Reenter Property:**

I am filing this complaint against the Defendant/Landlord because the Defendant/Landlord wrongfully locked me out of the property I rent from Defendant/Landlord. (Texas Property Code Section 92.009)

**2. Information about the Property:**

Property Address:

\_\_\_\_\_  
*Street Address & Unit No. (if any) City County State ZIP*

Contact Information for Defendant/Landlord's/Landlord's Authorized Agent (if known):

\_\_\_\_\_  
*Business Address City County State ZIP*

\_\_\_\_\_  
*Phone Number*

\_\_\_\_\_  
*Email Address*

\_\_\_\_\_  
*Fax Number*

**3. Facts:**

I am authorized to live in the property under a written or oral lease.

On or about \_\_\_\_\_ (date of lock-out), Defendant/Landlord or Landlord's agent locked me out of the property and/or intentionally prevented me from entering the property in violation of Texas Property Code Section 92.0081.

I would like the Court to know these additional facts, if any:

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4. **Request for Relief:**

I request that the Court find Defendant/Landlord has wrongfully locked me out of the property and/or intentionally prevented me from entering the property and grant the following:

- a. A Writ of Re-entry under Texas Property Code Section 92.009(c) to Defendant/Landlord, that entitles me to immediate re-entry and temporary possession of the property, and a new key if necessary, pending a final hearing if Defendant/Landlord requests one;
- b. That the Writ of Re-entry be immediately served on Defendant/Landlord;
- c. That Defendant/Landlord and any agents or representatives be prohibited from interfering with my peaceful possession of the property;
- d. If Defendant/Landlord does not timely request a hearing on this request, I ask that the Court render full and final judgment against the Defendant/Landlord for court costs;
- e. That all court costs be assessed against Defendant/Landlord; and
- f. For such other relief as I, Plaintiff/Tenant, may be lawfully entitled until such time proper notice and hearing is held before this Court.

5. **Declaration or Notary:** Complete only one of the two following sections.

Declaration:

I declare under penalty of perjury that everything in this request is true and correct.

My name is \_\_\_\_\_  
*First Middle Last*

My birthdate is: \_\_\_\_/\_\_\_\_/\_\_\_\_.  
*Month Day Year*

My address is: \_\_\_\_\_  
*Street City State ZIP Country*

\_\_\_\_\_ signed on \_\_\_\_/\_\_\_\_/\_\_\_\_ in \_\_\_\_\_ County, Texas.  
*Your Signature Month/Day/Year County Name*

**OR**

Notary:

\_\_\_\_\_  
Your Printed Name

\_\_\_\_\_  
Your Signature (*Sign only when a notary can see you doing so*)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
CLERK OF THE JUSTICE COURT OR NOTARY

**FAQs and Instructions:**  
**When a Landlord Changes the Locks of a Residential Tenant:**  
**Plaintiff/Tenant's Request for Writ of Re-Entry**

Texas Property Code, Section 92.0081

*These instructions do not give legal advice and are not a substitute for the advice of a lawyer.*

**Use This Form if:**

- Your landlord is refusing to allow you to enter your residential property.

**Do Not Use This Form If:**

- You need to get personal items from a residential property but the person living there won't let you get them. Use the Application to Get Certain Personal Items from My Current or Former Residence Form (Writ of Retrieval Application) instead. See Texas Property Code, Chapter 24A.

**General Instructions:** Read these Frequently Asked Questions and the instructions for completing the Request for Writ of Re-Entry Form carefully. References to Rules are to the Texas Rules of Civil Procedure, available at <http://www.txcourts.gov/rules-forms/rules-standards/>.

**Frequently Asked Questions about Lockouts:**

1. Can my landlord lock me out or prevent me from entering my property? (See Texas Property Code, Section 92.0081)

Yes, but only in three limited situations:

- a. You owe rent. If your landlord follows very strict notice requirements (explained below) and your lease allows it, your landlord may be able to lock you out of your property if you owe rent, **but your landlord must always give you a key and access to your property upon request;**
  - b. Your landlord needs to do repairs or construction, or there is an emergency;  
or
  - c. You have abandoned the property.
2. Can my landlord change the lock or lock me out for owing rent if my lease does not allow it? (See Texas Property Code, Section 92.0081(d)(1))

No. A landlord cannot change locks or lock you out for failure to pay rent unless the lease says they can.

3. Can my landlord remove the doors or refrigerator from the property to get me to leave?  
(See Texas Property Code, Section 92.0081(a))

No. Unless the landlord removes the item for needed repairs or replacement, your landlord cannot remove: 1) a door, window, attic hatchway cover, or a lock, latch, hinge, hinge pin, doorknob, or other mechanism attached to any of them; or 2) furniture, fixtures, or appliances furnished by the landlord.

4. Does my landlord have to give me notice BEFORE changing my locks for not paying rent?  
(See Texas Property Code, Section 92.0081(d)(3))

Yes. Your landlord must locally mail you a notice at least five days before changing your locks, or your landlord must hand-deliver a notice or post a notice on the inside of your front door at least three days before changing your locks. The notice must state:

1. In underlined or bold print that **you have the right to receive a key to the new lock at any hour, regardless of whether you pay the rent you owe;**

The notice must also state:

2. The earliest date the landlord proposes to change the locks;
3. The amount of rent you must pay to stop the landlord from changing the locks; and
4. The name and street address of the individual to whom, or the location of the on-site management office at which, the delinquent rent may be discussed or paid during the landlord's normal business hours.

5. Does my landlord have to give me notice AFTER the locks are changed because I owe rent? (See Texas Property Code, Section 92.0081(c))

Yes. If your landlord changes your locks for owing rent, your landlord must place a written notice on your front door stating:

1. An on-site location where you can go 24 hours a day to obtain the new key or a telephone number that is answered 24 hours a day you can call to have a key delivered within two hours after calling the number;
2. the fact that the landlord must provide the new key to the tenant at any hour, regardless of whether you pay any of the delinquent rent; and
3. the amount of rent and other charges for which you are delinquent.

6. So, all I have to do is ask for a key and my landlord must give it to me? (See Texas Property Code, Section 92.0081(f))

Yes. If your landlord has changed your locks for owing rent, you have the right to get back into the property by simply asking. **The landlord must give you a key even if you have not paid the rent that you owe.**

7. Are there days when my landlord cannot legally change my locks if I owe rent? (See Texas Property Code, Section 92.0081(e))

Yes. Your landlord may not change your locks unless the landlord or landlord's agent is available to accept your rent on the day the locks are changed and the day before.

8. If my landlord has changed my locks, can my landlord also prevent me from entering common areas in my residential property, like the pool or community area? (See Texas Property Code, Section 92.0081(e-1))

No. That would be a violation of the Texas Property Code.

9. Can my landlord change the locks when my family or I are inside the property? (See Texas Property Code 92.0081(k)(2))

No. If a legal occupant is in the property, the landlord may not change the locks. Texas Property Code 92.0081(k)(1). Also, a landlord may not change the locks for owing rent more than once during a rental pay period.

10. Are there landlords who are not allowed to lock me for owing rent? (See Texas Government Code, Section 2306.6738(a))

Yes. If your apartment complex receives low-income housing tax credits, you can't be locked out or threatened with a lockout except in cases of emergency, repairs, or construction, even if your lease allows your landlord to lock you out.

11. My landlord won't give me a key or let me into my property. What can I do? (See Texas Property Code 92.009)

First, the written or oral lease must authorize you to live in the property. If not, you are not considered a tenant and cannot get a key.

If your landlord refuses to allow you to enter your property, you can request an order from a Justice Court allowing you to get back into your property. That order is called a Writ of Re-entry. The sworn request for this order is called a Request for a Writ of Re-Entry, and you must file it with the Justice Court in the precinct where your property is located. Once you file it, you will talk to a judge and state the facts of the unlawful lockout under oath.

If the judge believes your landlord unlawfully locked you out of your property, the judge can issue a Writ of Reentry that will give you immediate access to your

property. The Writ of Re-Entry is served on the landlord by a sheriff or constable, who can use reasonable force to enforce the Writ.

The landlord can request a hearing on the lockout within 8 days after you gain reentry. The hearing will be held within a week after the landlord's request for a hearing.

If you cannot afford to pay the filing fee for this request, you may file a Statement of Inability to Afford Payment of Court Costs, sometimes called a Pauper's Affidavit, which has information about your income, property, monthly expenses, dependents, and debts, to explain why you cannot afford the filing fee.

12. What happens if I file a Request for Writ of Reentry in bad faith? (See Texas Property Code, Section 92.009(k))

If a tenant in bad faith files a Request for Writ of Reentry and an order is served on the landlord or landlord's agent, the landlord may sue the tenant in a separate lawsuit for:

- actual damages,
- one month's rent or \$500, whichever is greater,
- reasonable attorney's fees, and
- court costs,
- less any sums the landlord owes you.

13. What about damages for my landlord failing to follow the law regarding lockouts? (See Texas Property Code, Section 92.0081)

If your landlord violates the law regarding the lockout—for example, illegally locks you out, locks you out without giving you any notices, or locks you out on the wrong day—you can sue your landlord for:

- a civil penalty of one month's rent plus \$1,000
- your actual damages
- your court costs; and
- reasonable attorneys' fees
- less any rent or other sums you owe.

If your landlord refuses to give you a key after locking you out, your landlord could be liable for an additional one month's rent.

14. Can my landlord evict me if my landlord illegally locks me out for owing rent?

Yes. While you may have been able to get back into the property and/or have claims against your landlord for damages caused by an illegal lockout, you could still be evicted for nonpayment of rent.

## How to Fill Out This Form:

1. Heading: The Clerk's office will fill in several of these.
  - *Case Number* – Leave this blank. The Clerk's office will fill in the Case Number when you file this form.
  - *Name of Plaintiff/Tenant(s)* – Write the name of the tenant(s) listed in the lease or the name of a person who is authorized to live in the property.
  - *Name of Defendant(s)/Landlord(s)* – Write the names of the landlord(s) or the landlord's authorized agent who illegally locked you out.
  - *Precinct/Place Number* – Write in the precinct number of the justice precinct in which the Property is located. If you do not know, ask the court clerk or check the court's website.
  - *County, Texas* – Write in the name of the county in which the property is located.
2. Request to Reenter Property: The sentence tells the court that you're filing the lawsuit because the landlord has locked you out of the property.
3. Information about the Property: Under Property Address, write in the address of the rental property that you're locked out of on the first line. Under the Defendant/Landlord's Contact information, write in the address, phone number, email address, and fax number for the landlord or property manager.
4. Facts: Write in the approximate date that the landlord locked you out of the rental property. Write in any additional facts you think the court should know, such as whether written notice was posted on the door, how you were locked out, who locked you out, and whether you have asked for access or a key. Attach an additional sheet of paper, if needed, but it's best to keep it short, if you can, while making sure to state all the facts you think the judge needs to know.
5. Request for Relief: This section tells the court what you are asking the court to do. You don't need to write anything else.
6. Declaration or Notary: In this section, check and complete only one section – either the declaration section or the notary section. Either way, you are declaring under penalty of perjury that everything in the Request for Writ of Reentry is true and correct.
  - Declaration* – Check this box if a notary is not available, you choose not to use a notary, or you do not want the required information in the public court record. If you choose this option, you must write your name, birthdate, and address. Sign and write the date and the county in which you signed.

**OR**

- Notary* – Check this box if you want to sign the Request for Writ of Reentry in front of a notary. **DO NOT SIGN UNTIL YOU ARE WITH A NOTARY.** Write your

name and sign in front of a notary. Some court clerks are notaries; call ahead to verify before you go.

**REMEMBER, CHECK AND COMPLETE ONLY ONE BOX.**

Case Number \_\_\_\_\_  
(The Clerk's office will fill in the Case Number when you file this form)

\_\_\_\_\_  
Name of Plaintiff(s)/Tenant(s) In the Justice Court, Precinct\_\_\_\_\_, Place \_\_\_\_\_,  
(Precinct and Place Number)

VS.

\_\_\_\_\_  
Name of Defendant/Landlord/Landlord's Authorized Agent \_\_\_\_\_ County, Texas  
(County Name)

**Plaintiff/Tenant's Request to  
Restore Utility Service**

**1. Request to Restore Utility Service:**

I am filing this complaint against the Defendant/Landlord/Landlord's Authorized Agent because the Defendant/Landlord has interrupted my utility service in violation of law, and I am requesting this Court to order the Defendant/Landlord/Landlord's Authorized Agent to restore my utility service. (Texas Property Code Section 92.0091)

**2. Information about the Property:**

Property Address:

\_\_\_\_\_  
Street Address & Unit No. (if any) City County State ZIP

Contact Information for Defendant/Landlord's/Landlord's Authorized Agent (if known):

\_\_\_\_\_  
Business Address City County State ZIP

\_\_\_\_\_  
Phone Number Email Address

\_\_\_\_\_  
Fax Number

**3. Facts:** *This section of the law can be complicated in a few situations. Please read the instructions and FAQs to make sure you can use this form.*

On or about \_\_\_\_\_ (date of utility interruption), Defendant/Landlord or Landlord's agent interrupted my utility service in violation of Texas Property Code Section 92.008 and that interruption was not due to necessary repairs, construction, or an emergency.

I would like the Court to know these additional facts, if any:

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4. **Request for Relief:**

I request that the Court find that Defendant/Landlord unlawfully interrupted my utility service and grant the following:

- a. A Writ of Restoration of Utility Services under Texas Property Code Section 92.0091 that entitles me to immediate and temporary restoration of the disconnected service, pending a final hearing if Defendant/Landlord requests one;
- b. That the Writ of Restoration of Utility Services be immediately served on Defendant/Landlord or the Defendant/Landlord's management company, on-premises manager, or rent collector;
- c. If Defendant/Landlord does not timely request a hearing on this request, I ask that the Court render full and final judgment against the Defendant/Landlord for court costs;
- d. That all court costs be assessed against Defendant/Landlord; and
- e. For such other relief as I, Plaintiff/Tenant, may be lawfully entitled until such time proper notice and hearing is held before this Court.

5. **Declaration or Notary:** Complete only one of the two following sections.

Declaration:

I declare under penalty of perjury that everything in this petition is true and correct.

My name is \_\_\_\_\_  
*First Middle Last*

My birthdate is: \_\_\_\_/\_\_\_\_/\_\_\_\_.  
*Month Day Year*

My address is: \_\_\_\_\_  
*Street City State ZIP Country*

\_\_\_\_\_ signed on \_\_\_\_/\_\_\_\_/\_\_\_\_ in \_\_\_\_\_ County, Texas.  
*Your Signature Month/Day/Year County Name*

**OR**

Notary:

\_\_\_\_\_  
Your Printed Name

\_\_\_\_\_  
Your Signature (*Sign only when a notary can see you doing so*)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
CLERK OF THE JUSTICE COURT OR NOTARY

**FAQs AND INSTRUCTIONS:**  
**When a Landlord Interrupts the Utility Service of a Residential Tenant:**  
**Plaintiff/Tenant's Request to Restore Utility Service**  
Texas Property Code, Section 92.008(a)

*These instructions do not give legal advice and are not a substitute for the advice of a lawyer.*

**Use This Form If:**

- Your landlord has wrongfully shut off your utility service, such as gas, electricity, water, or wastewater. Read the FAQs below to determine if your landlord has wrongfully shut them off.

**Do Not Use This Form If:**

- Your landlord has shut off your water, wastewater, or gas due to construction, emergency, or to make necessary repairs, unless you believe those were not the reasons that the landlord shut them off.

**General Instructions:** Read these Frequently Asked Questions and the instructions for completing the *Plaintiff/Tenant's Request to Restore Utility Service* carefully. References to Rules are to the Texas Rules of Civil Procedure, available at <http://www.txcourts.gov/rules-forms/rules-standards/>.

**Frequently Asked Questions (FAQs) about Utility Interruptions:**

1. Can my landlord shut off my water, wastewater, or gas? (See Texas Property Code, Section 92.008(a))

No, unless it needed to make necessary repairs, or due to construction or an emergency.

Your landlord cannot shut off your water, wastewater, or gas for owing the landlord money or otherwise violating your lease.

2. What can I do if my landlord has wrongfully shut off my water, wastewater, or gas? (See Texas Property Code, Section 92.0091)

You can file a *Plaintiff/Tenant's Request to Restore Utility Service* with the Justice Court to ask for a court order that your landlord reinstate that service. See FAQs 13 and 14 for more information.

3. Can my landlord shut off my electricity if I pay the bill directly to the utility company? (See Texas Property Code, Section 92.008(a))

No, unless it needed to make necessary repairs, or due to construction or an emergency.

If you pay your electric bill directly to the utility company, your landlord cannot shut off your electricity for owing the landlord money or otherwise violating your lease.

4. What can I do if my landlord has wrongfully shut off my electricity that I pay directly to the utility company?

You can file a *Plaintiff/Tenant's Request to Restore Utility Service* with the Justice Court to ask for a court order that your landlord reinstate that service. See FAQs 13 and 14 for more information.

5. When my landlord or a billing company (not the utility company itself) charges me for electricity provided through my landlord, can my landlord shut my electricity off? (See Texas Property Code, Section 92.008(b), (h))

Maybe, but only after following strict procedures, and only in certain circumstances.

When your landlord or a billing company (not the utility company itself) charges you for electricity provided through your landlord, it can only be interrupted by your landlord for necessary repairs, construction, or an emergency, or in the following situation:

- You are past due on an electric bill to a landlord who submeters electricity, or who allocates or prorates nonsubmetered or master metered electricity (see the next FAQ for an explanation), and
- Your landlord's right to interrupt your electricity is in your lease, and
- Your landlord has followed many strict procedures. See FAQs 6-9 for more information.

Your landlord may never interrupt your electricity for your failure to pay rent, or any other fee or charge, including a bill that isn't an electric bill.

6. What does it mean that my landlord submeters electricity, or allocates or prorates nonsubmetered or master metered electricity? See Public Utility Commission Utili-Facts on [Submetering](#) and [Master Metering](#).

**Submetered electricity** means that each apartment has an individual meter and the landlord bills the tenant based on their actual use of electricity.

**Allocated or prorated billing with nonsubmetered or master metered electricity** means that each apartment does not have an individual meter and the landlord uses a formula to figure out how much to charge each tenant for electricity.

7. My landlord submeters or allocates master metered electricity, and I am late in paying an electricity bill. Can my landlord immediately shut off my electricity? (See Texas Property Code, Section 92.008 (h))

No. Your landlord can only shut off your electricity for nonpayment of the electric bill if:

- You haven't paid your electricity bill by the due date, which must be at least 12 days after the date it was issued. The date that the bill issues is different from the date the bill is due. Look on your bill for the issue date and the due date;
- Your lease states that the landlord has a right to shut off your electricity for nonpayment of the electric bill; and
- Your landlord gives you proper notice of the shut off – one before the electricity is shut off and another one at the time it is shut off. See FAQs 8 & 9 for more information.

8. What do I need to know about the notice the landlord must give me *before* shutting off my submetered or allocated master metered electricity? (See Texas Property Code, Section 92.008 (h))

**a. How much notice does the landlord need to give me?**

Your landlord cannot deliver the electricity termination notice until a day after your bill is due, and the notice must give you at least five days before the date your landlord intends to shut off your electricity.

**b. How must the advanced notice be delivered to me and what does it need to contain?**

The notice must be hand-delivered or mailed to you. It must have "Electricity Termination Notice" prominently displayed in bold or underlined. It must include:

- the date the electricity will be shut off;
- where you can go to pay your bill during normal business hours to prevent your electricity from being shut off;
- the amount that must be paid;
- a statement that your landlord cannot apply this payment to rent or other amounts you may owe; and
- a statement that your landlord may not evict you when the landlord has shut off the electricity unless you fail to pay for the electric service after the service has been shut off for two days, not including weekends, or state or federal holidays. In other words, your landlord can't evict you if you pay your electric bill within two days (not including weekends or state/federal holidays) after it's been shut off; and
- a description of your rights to avoid electricity shutoff, if the shutoff will cause a resident to become seriously ill or more seriously ill. See FAQ 10 for more information.

9. What do I need to know about the notice my landlord must give me *at the time* my submetered or allocated master metered electricity is shut off? (See Texas Property Code, Section 92.008 (h))

The landlord must notify you at the same time that the electricity is shut off. The notice must be hand-delivered to you or put on your front door. It must have "Electricity Termination

Notice” prominently displayed in bold or underlined. It must include:

- the date the electricity is shut off;
- where you can go pay your bill during normal business hours to prevent your electricity from being shut off;
- the amount that must be paid to reestablish service;
- a statement that your landlord cannot apply this payment to rent or other amounts you may owe; and
- a statement that your landlord may not evict you when the landlord has shut off the electricity unless you fail to pay for the electric service after the service has been shut off for two days, not including weekends, or state or federal holidays. In other words, your landlord can’t evict you if you pay your electric bill within two days (not including weekends or state/federal holidays) after it’s been shut off; and
- a description of your rights to avoid electricity shutoff, if the shutoff will cause a resident to become seriously ill or more seriously ill. See FAQ 10 for more information.

10. When is a landlord prohibited from shutting off my submetered or allocated master metered electricity for not paying your electric bill? (See Texas Property Code, Section 92.008)

A landlord cannot shut off your electricity if:

- The landlord or landlord’s representative is not available to collect the electricity payment the day it’s being shut off and the day before it’s shut off;
- The previous day was 32 degrees or below and the temperature is predicted to stay that low for the next 24 hours;
- There is a heat advisory on the day the electricity is being shut off or one of the two previous days;
- Before the shut off day, you provide a written statement from your doctor, nurse, or healthcare professional that the shut off will cause you, or someone living with you, to become seriously ill, and you enter into a written deferred payment plan for the amount owed for electricity. See FAQ 11 for more information;
- You receive energy assistance and your landlord receives a pledge, letter of intent, purchase order, or other notification that the energy assistance provider is forwarding payment to continue the electric service;
- You’ve paid your electric bill but haven’t paid rent, other fees or non-electric bills;
- The amount owed is for electric service provided to a previous tenant;
- The amount owed on your electric bill is six or more months past due; or
- You and your landlord disagree on the amount owed on your electric bill and you haven’t received the results in writing of the landlord’s investigation of the dispute. When there is a dispute over the electric bill, your landlord cannot shut off your electricity unless your landlord has conducted an investigation of the bill and given you the results of that investigation in writing.

11. What if I, or someone in my residence, will become seriously ill or more seriously ill if my landlord shuts off my submetered or allocated master metered electricity service? (See Texas Property Code, Section 92.008(j))

**Commented [TM1]:** Possibly link to PUC website that provides info on assistance:  
<https://www.puc.texas.gov/consumer/>

If you give your landlord, or your landlord's representative, a written statement from your physician, nurse, nurse practitioner, or similar licensed healthcare practitioner that you or someone else living with you will become seriously ill or more seriously ill if the electricity is shutoff and you enter into a deferred payment plan in writing, your landlord may not shut off your electricity. The deferred payment plan must allow you to pay the electricity bill in equal amounts over at least three billing cycles.

12. When does my landlord have to reconnect my submetered or allocated master metered electricity service? (See Texas Property Code, Section 92.008)

Your landlord must reconnect your electricity service within two (2) hours if, during normal business hours:

- You pay your bill; or
- You gave your landlord, or your landlord's representative, a written statement from your physician, nurse, nurse practitioner, or similar licensed healthcare practitioner that you or someone else living with you will become seriously ill or more seriously ill if the electricity is shutoff and you enter into a written deferred payment plan. (See *FAQ 11*).

A reconnection fee can only be charged if your lease states the exact dollar amount of the reconnection fee. It cannot be more than \$10 and cannot be applied to a deferred payment plan.

13. What can I do if my landlord has interrupted my utility services in violation of the law, including not giving me proper notice? (See Texas Property Code, Section 92.0091)

If a landlord interrupts your utility services in violation of the law, ask the Justice Court in the precinct where the property is located for an order to have the utilities turned back on, also called a writ of restoration. Do this by filling out the *Plaintiff/Tenant's Request to Restore Utility Service* form in this packet and filing it with the Justice Court.

When you file the Request to Restore Utility Service, you will meet with the judge right then, or shortly after you file it, to discuss the situation under oath. If the Justice Court judge approves your request to restore utility service, the judge will issue a "writ of restoration," which orders the landlord to immediately turn your utilities back on.

If you cannot afford to pay the filing fee for this request, you may file a Statement of Inability to Afford Payment of Court Costs, sometimes called a Pauper's Affidavit, which has information about your income, property, monthly expenses, dependents, and debts, to explain why you cannot afford the filing fee.

14. If the judge orders the landlord to turn the utilities back on, can the Landlord ask for a hearing to contest my Request to Restore Utility Service?

Yes. The landlord is entitled to a hearing, however, the landlord must still turn the utilities back on until the court says otherwise.

The landlord will be notified that they have a right to a hearing in the order telling them to turn the utilities back on. The hearing must be held within 7 days from the date the landlord asks for it. If the landlord does not ask for a hearing within 7 days after being served with the order to turn the utilities back on, the landlord may have to pay court costs. If a hearing is held, either party can appeal the judge's decision within 5 days.

If the judge issues a writ of possession, it overrides any order requiring that the utilities be turned back on. A writ of possession is an order to the constable or sheriff to have you removed from the property after an eviction has been ordered.

15. What happens if my landlord ignores the order from the Justice Court? (See Texas Property Code, Section 92.0091(i))

If the landlord is served with the order to turn the utilities back on and does not immediately do so, or later disobeys it, the landlord can be held in contempt of court. You can file a sworn statement with the Justice Court stating the name of the landlord and how the landlord disobeyed the order.

The court will then set a hearing to determine whether the landlord violated the court's order. It is important for you to go to that hearing.

If the judge finds, after considering the evidence at a hearing, that the landlord has directly or indirectly disobeyed the order, the court may fine the landlord and/or put the landlord in jail without bail until they comply with the court order.

16. What happens if I file a request to have the utilities turned back on in bad faith? (See Texas Property Code, Section 92.0091(j))

If a tenant in bad faith files a *Request to Restore Utility Service* and an order is served on the landlord or landlord's agent, the landlord may sue the tenant in a separate lawsuit for:

- actual damages,
- one month's rent or \$500, whichever is greater,
- reasonable attorney's fees, and
- court costs,
- less any sums the landlord owes you.

17. What are my rights if my landlord turns off the utilities without following the law? (See Texas Property Code, Section 92.008(f)(1), (2))

If your landlord turns off utilities without following the law, you can either terminate your lease or return to the property if you'd left. You can also sue your landlord in a separate

lawsuit for:

- one month's rent plus \$1,000,
- your actual damages,
- reasonable attorney's fees, and
- your court costs,
- less any rent or other sums you owe the landlord.

**How to Fill Out the *Plaintiff/Tenant's Request to Restore Utility Service Form*:**

1. **Heading:** The Clerk's office will fill in several of these.
  - *Case Number* – Leave this blank. The Clerk's office will fill in the Case Number when you file this form.
  - *Applicant Name* – Write your name. *Name of Plaintiff/Tenant(s)* – Write the name of the tenant(s) listed in the lease or the name of a person who is authorized to live in the property.
  - *Name of Defendant(s)/Landlord(s)* – Write the names of the landlord(s) or the landlord's authorized agent who illegally cut off the utilities.
  - *Precinct/Place Number* – Write in the precinct number of the justice precinct in which the Property is located. If you do not know, ask the court clerk or check the court's website.
  - *County, Texas* – Write in the name of the county in which the property is located.
2. **Request to Restore Utility Service:** This sentence tells the court that you are filing the lawsuit because the landlord has interrupted your utility service. You do not need to add anything to this section.
3. **Information about the Property:** Under Property Address, write in the address of the rental property where the utilities were shut off. Under the Defendant/Landlord's/Landlord's Authorized Agent Contact information, write in the address, phone number, email address, and fax number for the landlord or property manager.
4. **Facts:** Write in the approximate date that the landlord shut off your utility service. Write in any additional facts you think the court should know, such as whether it was water, gas, or electricity that was shut off, how it was shut off, who shut it off, or if there was an emergency. Attach an additional sheet of paper, if needed, but it's best to keep it short if you can, while making sure to state all the facts you think the judge needs to know.
5. **Request for Relief:** This section tells the judge what you are asking the court to do. You do not need to add anything to this section.
6. **Declaration or Notary:** In this section, you may check and complete only one section – either the declaration section or the notary section. Either way, you are declaring under penalty of perjury that everything in the Request to Restore Utility Service is true and correct.
  - Declaration* – Check this box if a notary is not available, you choose not to use a notary, or you do not want the required information in the public court record. If you choose this option, you must write your name, birthdate, and address. Sign and write the date and the county in which you signed.

**Commented [TM2]:** TPC 92.008(a) specifies both landlord and landlord's agent as potential bad actors. 92.0091(b) requires the tenant to specify the facts committed by landlord or landlord's agent. We presume the intent is that the tenant can sue either to have the utilities restored.

**OR**

- Notary* – Check this box if you want to sign the Request to Restore Utility Service in front of a notary. **DO NOT SIGN UNTIL YOU ARE WITH A NOTARY.** Write your name and sign in front of a notary or the clerk of the court.

**REMEMBER, CHECK AND COMPLETE ONLY ONE BOX.**

Case Number \_\_\_\_\_  
(The Clerk's office will fill in the Case Number when you file this form)

\_\_\_\_\_  
Name of Plaintiff(s)/Tenants  
v. \_\_\_\_\_  
In the Justice Court, Precinct\_\_\_\_, Place\_\_\_\_,  
County Court \_\_\_\_\_  
\_\_\_\_\_  
Name of Defendant/Landlord \_\_\_\_\_ County, Texas  
(County Name)

**Application to Get Certain Personal Items from My Current or Former Residence**  
(Writ of Retrieval Application)

1. **Name:** My name is: \_\_\_\_\_  
*First Middle Last*
2. **Property Address:** I want to get my personal items from this residential property (Residence) at:

\_\_\_\_\_  
*Address City State Zip Code*

3. **Occupant and Notice:** The person currently living at the Residence is

\_\_\_\_\_ and can be given notice of this application at

\_\_\_\_\_  
*Address City State Zip Code*

\_\_\_\_\_  
*Phone (if known)*

\_\_\_\_\_  
*Fax (if any)*

\_\_\_\_\_  
*Email (if any)*

4. **Items Wanted:** I understand I can only get medical records, medicine and medical supplies, clothing, child-care items, legal or financial documents, checks or bank or credit cards in my name, employment records, personal identification documents, copies of electronic records containing legal or financial documents, assistance or service dog, wireless communication devices (phones, tablets), or tools, equipment, books, and apparatus (materials, machinery) I use in my trade or profession. Of these things I am allowed to get, I specifically want: *(Attach separate sheet, if necessary)*:

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5. Certification: I certify that:

- a. I cannot enter the Residence because the current occupant has denied me access to the Residence, or the current occupant poses a clear and present danger of family violence to me or my dependents.
- b. I am not prohibited from entering the Residence by an active protective order under Title 4, Family Code, a magistrate's order for emergency protection under Article 17.292, Code of Criminal Procedure, or any court order prohibiting my entry into the Residence, or otherwise prohibited by law from entering the Residence.
- c. To the best of my knowledge, I do not have an open divorce or annulment case with the current occupant of the Residence. *(If I do, I must file my request in the court where that case has been filed or transferred.)*
- d. To the best of my knowledge, the items I am requesting are not covered by the divorce or annulment decree between me and the current occupant of the Residence. *(If they are, I must file my request in the court where it was filed or transferred.)*

6. Statements: Both of these statements are true:

- a. I ONLY listed items in paragraph 4 that are: medical records, medicine and medical supplies, clothing, child-care items, legal or financial documents, checks or bank or credit cards in my name, employment records, personal identification documents, copies of electronic records containing legal or financial documents, assistance or service dog, wireless communication devices (phones, tablets), or tools, equipment, books, and apparatus (materials, machinery) I use in my trade or profession.
- b. I urgently need them because I, or someone in my care, will suffer personal harm if I am unable to get these items promptly.

7. Proof: I have attached a lease, sworn statement, or other document showing that I occupy or occupied the Residence

8. Bond: I understand that the law requires me to file a bond and the court may waive the bond requirement in situations of immediate and irreparable harm.
9. Immediate and Irreparable Harm: *Check the box if true.*  
 The current occupant poses a clear and present danger of family violence to me or my dependent and the personal harm will be immediate and irreparable if the application is not granted. I am requesting a Writ of Retrieval to get my possessions without prior notice to the current occupant and that the court waive the bond requirement.
10. Requested Relief: I am requesting that the court grant my application and issue an order allowing me to enter the Residence, accompanied by a peace officer, and retrieve the personal property listed in this application. I am also asking that the court waive the bond requirement.

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***Signature***

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*Printed Name*

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*Date*

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*Phone Number*

**FAQs and Instructions:**  
**Application to Get Certain Personal Items from My Current or Former Residence**  
Texas Property Code, Chapter 24A

*These instructions do not give legal advice and are not a substitute for the advice of a lawyer.*

**Use This Form If:**

- You need to get certain personal items from a current or former residential property (Residence), but you have been denied access by another person with a right to live there.
- You are or were authorized to live at the Residence. For example, you were on the lease or were otherwise allowed to live there.
- You want to ask a court to help you get the items back.

**Do Not Use This Form If:**

- You need to get into your current Residence, but you have been denied access by your current Landlord. In that case, see the Request for Restoration of Utilities form and instructions and the Writ of Re-Entry form and instructions. (See *Texas Property Code 92.0081 and 92.009*)
- You are prohibited from entering the Residence by an active protective order under Title 4, Family Code, a magistrate's order for emergency protection under Article 17.292, Code of Criminal Procedure, or any court order prohibiting your entry into the Residence, or you are otherwise prohibited by law from entering the Residence. (See *Texas Property Code 24A.002(b)(2)(A)-(B)*)
- You are a party in a pending divorce, annulment, or other lawsuit under Title 1 of the Texas Family Code. If you are a party in a pending divorce or annulment lawsuit, you must file your request in the court where that lawsuit is pending, not a Justice Court. This form is written for use in Justice Court only.
- You have a divorce decree or an annulment decree and the items that you want to get are covered by that decree. If so, you must file your request in the court that has jurisdiction of the divorce or annulment, which is usually the same court that signed the decree. This form is written for use in Justice Court only.

**General Instructions:** Read these Frequently Asked Questions and the instructions for completing the Application to Get Certain Personal Items from My Current or Former Residence Form (Writ of Retrieval Application) carefully. References to Rules are to the Texas Rules of Civil Procedure, available at <http://www.txcourts.gov/rules-forms/rules-standards/>.

## Frequently Asked Questions:

### 1. What does this form do?

You can use this form to ask the Court to let you get certain personal items from a Residence where you are, or were, a resident, and a person who is authorized to live there won't let you in to get them, UNLESS:

- You are prohibited from entering or going to the Residence by any court order, including an active protective order or a magistrate's order for emergency protection.
- You are a party in a pending divorce, annulment, or other lawsuit under Title 1 of the Texas Family Code.
- You have a divorce decree or an annulment decree, and the items that you want to get are covered by that decree.

### 2. Can I get everything I left at the Residence by using this form? See Texas Property Code Section 24A.002(b)(4).

No. This form only applies in situations where you or your dependents may suffer personal harm if the items are not promptly retrieved. The justice court can hear your case regardless of the value of the personal item. If you need to get other items, see a lawyer.

You can only get the following things required by you or your dependent(s):

- medical records, medicine, and medical supplies
- clothing
- child-care items
- legal or financial documents, including copies of electronic records containing legal or financial documents
- checks, debit cards, or credit cards in your name
- employment records
- personal identification documents, like a driver's license or social security card
- an "assistance animal" and "service animal" used by you or your dependent. See Section 121.002 of the Texas Human Resources Code ("a canine that is specially trained or equipped to help a person with a disability and that is used by a person with a disability")
- a phone, a tablet, or any other wireless communication device owned by you or your dependent. See Section 545.425(a) of the Texas Transportation Code ("a device that uses a commercial mobile service, as defined by 47 U.S.C. Section 332"); or
- tools, equipment, books, and apparatus (materials, machinery) used by the applicant in the applicant's trade or profession.

3. What if I was not on the lease?

That's okay. You do not need to be listed on the lease. If you can show the court that you were authorized to occupy or live there, and the current occupant is denying you access to your personal items, you can use this form.

4. How do I show the Court that I was authorized to live at the Residence?

You must attach a lease or be prepared to bring other documentary evidence to court that shows you were authorized to live at the Residence. For example, a bill or other mail sent to you at the Residence, or an email saying you're allowed to live there. A witness who provides oral evidence may not be sufficient.

5. The person at the Residence has a restraining order against me. Can I use this form?

No. You must be able to enter the residence legally. If any court order or any law says you cannot enter the residence, you cannot use this form.

You cannot use this form if you are prohibited from entering the Residence by an active protective order under Title 4, Family Code, a magistrate's order for emergency protection under Article 17.292, Code of Criminal Procedure, or any court order prohibiting your entry into the Residence, or you are otherwise prohibited by law from entering the Residence. (See Texas Property Code 24A.002(b)(2)(A)-(B))

6. What if I have a pending divorce or annulment case? Texas Property Code 24A.002(b)(3)(A)-(B)

You cannot use this form if you have a pending divorce or annulment case. You must file your request in the court where your divorce or annulment case is pending. This form does not address possible issues in a pending divorce or annulment case and is written for use in Justice Court, which does not handle those matters.

7. What if the items I want are covered by my divorce decree or annulment decree, and the occupant of the property is a party in those decrees. Can I still use this form?

You cannot use this form if the items you need to retrieve are listed in your divorce or annulment decree and the opposing party in your divorce or annulment is the occupant of the Residence where those items are located. You must file your request in the court that has jurisdiction over your divorce decree or annulment decree. This form does not address possible issues in a divorce or annulment decree and is written for use in Justice Court, which does not handle those matters.

8. Which Justice Court do I file the Application for Writ of Retrieval form in?

Texas Property Code Section 24A.002(a-1)(3) and Civil Practice and Remedies Code Section 15.002(a).

You can file in a justice court in the county where the Residence is located. However, it may be best to file in the specific precinct where the Residence is located because the justice court will order a peace officer to go with you to get your personal items, and the process of securing a peace officer may go more smoothly if the justice court and the peace officer are in the same precinct as the Residence.

9. What if I can't afford the filing fee?

If you cannot afford the filing fee, you can ask the court to waive (eliminate) your filing fees and court costs by filling out and filing a Statement of Inability to Afford Payment of Court Costs. You can get a Statement of Inability to Afford Payment of Court Costs form by asking the justice court clerk for a copy of the form. The clerk is required to provide you the form at no cost. See Texas Rule of Civil Procedure 502.3(b).

10. What happens after I file my application with the court? Will I be able to get my personal items that day?

You will not usually be able to get your items on the same day unless there is a situation as described under FAQ 13. In most cases, the judge will hold a hearing on your application the same day without the occupant present to determine if you've met all the legal requirements. If you have, the judge will set another hearing about getting your personal items and notify the occupant of the Residence of the date and time of that hearing.

11. If I make this request, will I need to post a bond? Texas Property Code Section 24A.002(c)

Yes, unless the judge decides you don't have to post one. See FAQ 13.

The judge may require you to post a bond, which is a promise you make to pay any damages and costs if you wrongfully take items, such as taking items that are not legally yours. The bond must:

- Be payable to the occupant of the residence;
- Be in the amount required by the judge;
- Be signed by you and one corporate surety or at least two individual sureties;
  - A "surety" is a corporate entity authorized to issue bonds in Texas, or a private individual who guarantees payment of the bond.
  - You and each surety agree to pay all costs and damages that the judge may order be paid for wrongfully retrieving the property.
- Be approved by the judge.

12. Is there a way to eliminate the bond? Texas Property Code Section 24A.0021(b)

A judge can waive (eliminate) the requirement to post a bond if the judge finds at the hearing on your application to get your personal items:

- that the occupant is a clear and present danger of family violence to you or your dependent (the occupant is likely to harm you or your dependents), and
- the personal harm you or your dependents will suffer will be immediate and irreparable if your request is not granted (for example, the occupant might get rid of prescribed medication you need or sell tools you need for work).

13. Will the Justice Court notify the occupant and hold a hearing before I get my belongings? Texas Property Code Section 24A.0021

Normally, yes. However, the judge may grant your request without notifying the occupant and holding a hearing if the judge finds that:

- the occupant is a clear and present danger of family violence to you or your dependent (the occupant is likely to harm you or your dependents), and
- the personal harm you or your dependents will suffer will be immediate and irreparable if your request is not granted (for example, the occupant might get rid of prescribed medication you need or sell tools you need for work).

If the judge makes both findings, you might be able to get your personal items on the same day, but usually not. It can also depend on the availability of a peace officer to go with you to the Residence and other factors.

14. What happens at the hearing about getting my personal items or my dependent's personal items? Texas Property Code Section 24A.002

You need to show the judge:

- That you were an occupant of the Residence;
- Evidence or testimony that the personal items are yours or your dependent's;
- That you'll be harmed if you don't get them promptly; and
- That you've not been allowed to get your items.

If the judge decides in your favor, the judge will issue a writ of retrieval, which is a court order that lists the specific items that you can get from the Residence and orders an officer of the peace to go with you to the Residence to retrieve them.

15. What happens after the hearing and how do I get the personal items? Texas Property Code Section 24A.003

The peace officer will contact you and the occupant of the Residence with the date and time that you can get the items.

You cannot go to the Residence on your own to get the items. The peace officer must go with you. It is for everyone's protection that the peace officer goes with you. It ensures that the only items removed are listed in the court order, so neither person will later be able to accuse the other of wrongdoing.

The peace officer will assist you in entering the Residence and getting the items. If the occupant is home, the peace officer will give the occupant a copy of the court order listing the items that you will be getting. If they are not at home, the peace officer can attempt to enter the Residence and is authorized to use reasonable force to enter. The decision to enter the Residence is solely up to the peace officer.

If someone interferes with an authorized attempt to enter and retrieve the property under court order, they can be charged with a crime punishable by up to 180 days jail time and up to a \$2,000 fine. If the interference involves an assault or weapons, it could be greater.

Before leaving the Residence with the items, you will need to show all items you have gotten from the Residence to the peace officer, who will confirm that the items are listed in the court order and create an inventory of the items you removed. The peace officer will give a copy of the inventory to you and to the occupant of the Residence. If the occupant isn't present, the peace officer will leave a copy in a place that the occupant is likely to see it. The peace officer will also file the original inventory with the court.

16. What if the current occupant of the Residence says that the items taken belong to them or their dependent? Texas Property Code Section 24A.006

The current occupant has 10 days from the date of entry to file a complaint and the court will then promptly set a hearing and decide if items were wrongfully taken.

**How to Fill Out This *Application for Writ of Retrieval* Form:**

1. Heading: The Clerk's office will fill in several of these.
  - *Case Number* – Leave this blank. The Clerk's office will fill in the Case Number when you file this form.
  - *Applicant Name* – Write your name.
  - *Precinct/Place Number* – Write in the precinct number of the justice precinct in which the Property is located. If you do not know, ask the court clerk or check the court's website.
  - *County, Texas* – Write in the name of the county in which the property is located.
2. Name: List your full legal name.

3. Property Address: List the address of the Residence where your items are located.
4. Occupant and Notice: List the name of the person living at the Residence who will not let you get your things. List another address where the person can be located, such as a work address or any other place that the person can be found. List the person's phone number, fax number, and email address, if you know them.
5. Items Wanted: Specifically describe the medical records, medicine and medical supplies, clothing, child-care items, legal or financial documents, checks or bank or credit cards in your name, employment records, personal identification documents, copies of electronic records containing legal or financial documents, assistance or service dog, wireless communication devices (phones, tablets), or tools, equipment, books, and apparatus (materials, machinery) I use in my trade or profession that you want. If you need more space, you can attach another sheet to the application.
6. Certifications: Read these certifications. When you sign the application form, you will be certifying that these statements are true.
7. Statements: Read these statements. When you sign the application form, you are saying that these statements are true.
8. Proof: Attach the lease or other document that shows you are or were authorized to live at the Residence. For example, a bill or other mail sent to you at the Residence, or an email saying you are allowed to live there.
9. Bond: The court will decide what the bond amount will be, if any.
10. Immediate and Irreparable Harm: Check this box if you or your dependent is in immediate danger of family violence by the current occupant and the harm to you or your dependents will be immediate and irreparable (severe) if the application is not granted. If you check this box, you will also be asking the court to allow you to get your things without giving notice to the current occupant, and that the court waive the bond requirement.
11. Relief Requested: Read this paragraph. This is what you are asking the court to do. No other action is required.
12. Signature Block: Sign the form, and print your name, date, and phone number.
13. Attachments: Attach a copy of any document(s) that show you are or were an occupant of the Residence to the form.

# TENANT'S REQUEST REGARDING SECURITY DEVICES

## FAQS AND INSTRUCTIONS

Texas Property Code, Chapter 92, Subchapter D

*These instructions do not give legal advice and are not a substitute for the advice of a lawyer.*

### Use this form to:

- Ask your landlord to repair, replace, or rekey a security device, which is defined under Section 92.151 (11) of the Texas Property Code as a doorknob lock, door viewer, keyed dead bolt, keyless bolting device, sliding door handle latch, sliding door pin lock, sliding door security bar, or window latch.

Read these instructions carefully. References to Rules are to the Texas Rules of Civil Procedure, available at <http://www.txcourts.gov/rules-forms/rules-standards/>. These instructions are to be used with Tenant's Request Regarding Security Devices.

### I. Frequently Asked Questions about Repairs

1. What are security devices? Texas Property Code Section 92.151(11).

A security device is a doorknob lock, door viewer, keyed dead bolt, keyless bolting device, sliding door handle latch, sliding door pin lock, sliding door security bar, or window latch. It does not include security cameras or other similar devices. The law also applies to keypad locks.

Smoke alarms and fire extinguishers are not a security devices and are covered by another part of the Texas Property Code.

For security device definitions, such as a "keyless bolting device," see Texas Property Code Section 92.151.

2. What are the security devices that a landlord must provide when I move into the property? Texas Property Code Section 92.153(a).

Your landlord is required to provide the following items in good working order by the time you move into the property:

- a window latch on each exterior window of the property,
- a doorknob lock or keyed dead bolt on each exterior door,
- a keyless bolting device and a door viewer on each exterior door of the dwelling, and
- a sliding door pin lock and a sliding door handle latch or a sliding door security bar on each exterior sliding glass door of the property.

3. Are there special requirements that my landlord must follow if my residence has an entry with a pair of doors, often known as French Doors? Texas Property Code Section 92.153(b) and 92.151(5) and (6).

Yes. If you have French Doors, one door must meet the requirements of FAQ 1, and the other door must have:

- a keyed dead bolt or a keyless bolting device at the top of the door that inserts into the door jam, and a keyless bolting device at the bottom of the door that inserts into the floor or at the threshold. Each bolt must be one inch or longer; or
- bolts at the top and bottom of the door's interior edge that inserts at least  $\frac{3}{4}$  inch into the top and bottom door jam.

4. Are there exceptions to which security devices are normally required at the landlord's expense? Texas Property Code Section 92.153(f) and (g).

Yes. A landlord does not have to install a keyed dead bolt or a doorknob lock on an exterior door at the landlord's expense if, at the time the tenant agrees to lease the property:

- at least one exterior door usable for normal entry into the property has both a keyed dead bolt and a keyless bolting device, installed in accordance with the proper height, strike plate, and throw requirements stated in Texas Property Code Section 92.154; and
- all other exterior doors have a keyless bolting device installed in accordance with the height, strike plate, and throw requirements.

A landlord may deactivate or not install a keyless bolting device if a tenant requests it in writing and certifies in the request that the tenant or an occupant is over 55 years of age or has a physical or mental disability. The request must be a separate document and may not be included as part of a lease agreement.

5. Does my landlord have to rekey the property when I move in? Texas Property Code Section 92.156(a).

Yes. A landlord must rekey, at the landlord's expense, any security devices operated by a key, card, or combination, no later than the seventh day after a tenant moves in.

6. What do I do if the landlord has not installed or rekeyed a **required** security device at the landlord's expense at the beginning of the lease? Texas Property Code Sections 92.157(c), 92.164, and 92.166.

You can ask the landlord to install it immediately or you can take one of the following steps listed below if you do not want to wait. [NOTE: If your situation involves a security device that was not required to be installed or rekeyed when you moved in as listed in FAQ 2 – 5, go to FAQ 19 for next steps.]

The tenant can:

- a. **Install or rekey the security device and deduct the reasonable costs from the tenant's next rent payment if:** (See Texas Property Code Section 92.164(a)(1))
  - i. The landlord hasn't:
    1. installed the required security device by the date the tenant moved in, or
    2. rekeyed the security device by the end of the seventh day from the date the tenant moved in;
  - ii. The tenant notifies the landlord of the cost to install or rekey the security device at the time the tenant pays the reduced rent. See *Tenant's Notice of Deduction of Security Device Costs from Rent* below; and
  - iii. Unless otherwise provided in a written lease, the tenant provides a duplicate key to the landlord for any security device that the tenant rekeys or installs to the landlord within a reasonable time after the landlord requests it in writing.
  
- b. **Unilaterally terminate the lease without a court proceeding (meaning the lease has ended, you can move out, and you owe no future rent as of the date you move out, lease termination, or reletting fees, but you must still pay any past due rent and any amounts owed before you moved out) if:** (See Texas Property Code Section 92.164(a)(2))
  - i. The tenant has already made a written request for compliance to the landlord after notifying the landlord of the problem. See the *Written Request for Compliance Regarding Required Security Devices* form that you can use for this purpose; and
  - ii. After the receiving the written request for compliance, the landlord still hasn't installed or rekeyed the security device; and
  - iii. The tenant terminates the lease according to the following deadlines that change depending on the circumstances and whether the lease contains text like the following language, which must be underlined or in **bold face**:
    - “the landlord at the landlord's expense is required to equip the dwelling, when the tenant takes possession, with certain security devices;”
    - “the landlord is not required to install a doorknob lock or keyed dead bolt at the landlord's expense if the exterior doors meet certain requirements;”
    - “the landlord is not required to install a keyless bolting device at the landlord's expense on an exterior door if the landlord is expressly required or permitted to periodically check on the well-being or health of the tenant;” and

- “the tenant has the right to install or rekey certain security device and deduct the reasonable cost from the tenant's next rent payment.”
1. If the lease does **not** have the same or similar language above, you can terminate the lease after the 3<sup>rd</sup> day that the landlord fails to comply with your written request for compliance.
  2. If the lease has the same or similar language above, you can terminate the lease after the 7<sup>th</sup> day that the landlord fails to comply with your written request for compliance.
  3. If the lease has the same or similar language above **and** the tenant has already notified the landlord of one of the following situations, you can still terminate the lease after the 3<sup>rd</sup> day that the landlord fails to comply with your written request for compliance if:
    - a. someone entered or tried to enter your unit without your permission, or
    - b. within the last 2 months, someone entered or tried to enter another unit in your complex without permission, or a violent crime occurred in your complex.

**However,** your landlord may have longer than 3 days to comply if 1) through no fault of their own, the landlord did not know of the tenant’s request; 2) the materials, labor, or utilities were unavailable; or 3) a delay was caused by circumstances beyond the landlord’s control, including the illness or death of the landlord or landlord’s immediate family.

**NOTE:** While you are not required to provided notice to your landlord that you are terminating the lease due to noncompliance with security devices, it is a wise thing to do. See *Tenant’s Notice of Lease Termination Regarding Security Devices* form and instructions below.

- c. **File a lawsuit against the landlord** (See Texas Property Code Section 92.165)
  - i. If you file a lawsuit without sending a request for compliance, the judge may order the following:
    1. a court order directing the landlord to comply, if you are still living in the unit,
    2. the tenant's actual damages,
    3. court costs, and
    4. attorney's fees except in suits for recovery of property damages, personal injuries, or wrongful death.
  - ii. If you file a lawsuit after sending a request for compliance, the judge may order all of the above and the following:

1. a court order directing the landlord to bring all units into compliance, if you are still living in the unit,
2. punitive damages, if you have actual damages, and
3. a civil penalty of one month's rent plus \$500

If you want the court to order these additional penalties, you cannot file a lawsuit against the landlord until after the 3<sup>rd</sup> or 7<sup>th</sup> day that the landlord fails to comply with the written request for compliance. The deadlines and requirements for filing a lawsuit after the written request for compliance are the same as the ones for termination of the lease after written request for compliance. See section b.iii. above.

7. Who do I deliver the written request for compliance to? See Texas Property Code 92.169.

You must deliver the written request for compliance to the landlord, the landlord's property management, or person/entity to whom the rent is paid.

8. If I want my property rekeyed again after I move in, does the landlord have to do it? Texas Property Code Section 92.156(b).

Yes, but you must request it and pay for it. A landlord must rekey the lock or change a security device as many times as you ask them to, but you must pay for it.

9. What if I want to add security devices that the landlord is not required to install? Texas Property Code Section 92.157(a).

If you agree to pay for it, the landlord must install the following when requested:

- a keyed dead bolt on an exterior door if the door has:
  - a doorknob lock, but not a keyed dead bolt; or
  - a keyless bolting device, but not a keyed dead bolt or doorknob lock; and
- a sliding door handle latch or sliding door security bar if the door is an exterior sliding glass door and doesn't have one.

10. Does a landlord have to fix a problem with my security devices, for example, the lock on my front door stops working? Texas Property Code Section 92.158.

Yes. During the lease, a landlord must repair or replace a security device after you notify the landlord that the security device is inoperable or in need of repair or replacement. See FAQ 4 about whether the request must be in writing.

11. Must my request for an additional security device or to fix a problem during my lease be in writing? See Texas Property Code Section 92.159. See Texas Business and Commerce Code Chapter 322 regarding electronic communications.

Only if your lease states, in underline or **boldface** print, that it must be in writing. Otherwise, you can give your request orally, but it's always a good idea to do it in writing, so you have a record of your request.

"In writing" means the document must be mailed or hand-delivered to the landlord. It may be possible to send it electronically, such as by email, text, or the landlord portal, if you and your landlord have formally agreed that this request can be made in those ways, or if you and your landlord have a practice of making security device requests in those ways.

12. Who do I deliver the request to? See Texas Property Code 92.169.

You can deliver the request to the landlord, the landlord's property management, or person/entity to whom the rent is paid.

13. How long does a landlord have to comply with my request for rekeying, changing, installing, repairing, or replacing a security device? Texas Property Code Section 92.161.

A landlord must comply with your request within a reasonable time, unless the situation involves a required security device that was not installed when you moved in or a required security device that was not rekeyed by the seventh day after you moved in. If that is the case, see FAQ 6 for deadlines.

A reasonable time is understood to be:

- a. Within **seven days** of when the landlord receives your request, or
- b. Within **72 hours** if you inform the landlord that:
  - an unauthorized entry to your property occurred or was attempted,
  - an unauthorized entry occurred or was attempted in another unit in the multiunit complex in which your property is located within two months of the date of the request, or
  - a crime of personal violence occurred in the multiunit complex in which your property is located within two months of the date of the request; or
- c. If your landlord requires advance payment when you request that a security device be rekeyed, installed, or changed at your expense, a reasonable time is within **seven days** of when the landlord receives your payment. The landlord must meet the requirements for requesting advance payment. See FAQ 17.

These reasonable time frames can be extended if the landlord did not know of your request, materials or labor or utilities were unavailable, or the delay was beyond the landlord's control, such as the illness or death of the landlord or family member.

14. Can I choose the type, brand, and manner of installation of a security device? Texas Property Code Section 92.160.

No, unless the tenant is installing or repairing the security device. See FAQ 19. Otherwise, the landlord may select the type, brand, manner of installation, and placement of a security device.

15. Can a landlord require me to pay for the repair or replacement of a security device due to normal wear and tear? Texas Property Code Section 92.162(a).

No. A landlord cannot charge you for normal wear or tear, or other repairs or replacements of a security device the landlord is required to provide.

16. When can a landlord charge me for the repair or replacement of a security device? Texas Property Code Section 92.162(b).

A landlord can charge a tenant for repairing or replacing a security device if there is an underlined provision in a written lease that authorizes the landlord to do so and the repair or replacement is caused by misuse or damage by the tenant, a member of the tenant's family, an occupant, or a guest, and not by normal wear and tear. The tenant has the burden of proving that the misuse or damage was caused by someone else.

17. Can a landlord require me to pay for repairs or rekeying in advance? Texas Property Code Section 92.162(c).

Yes, but only if:

- a. a written lease authorizes the landlord to require advance payment for expenses that the tenant must pay, and
- b. the landlord notifies the tenant within a reasonable time after the tenant's request that the landlord wants to be paid before the work is performed, and:
  - The tenant is delinquent for more than 30 days on charges for repairing or replacing the security device that were misused or damaged by the tenant, a member of the tenant's family, an occupant, or a guest; or
  - The tenant requested that the landlord repair, install, change, or rekey the same security device within the last 30 days and the landlord completed that request.

18. If it is my responsibility to pay for repairs or rekeying, how much can the landlord charge me? Texas Property Code Section 92.162(d).

The landlord cannot charge a tenant more than the total cost charged by a third-party contractor for material, labor, taxes, and extra keys. If the landlord's employees perform the work, the charge may include a reasonable amount for overhead but may not include a profit to the landlord. If management company employees perform the work, the charge may include reasonable overhead and profit but may not exceed what the management company charges for similar security devices.

19. What do I do if the landlord doesn't repair or rekey a required security device at the landlord's expense that has become inoperable or in need of replacement during the lease, or doesn't install a security device that I requested be installed at my expense? Texas Property Code Sections 92.165 and 92.166.

The tenant can:

- a. **Install or rekey the security device and deduct the reasonable costs from the tenant's next rent payment if:**
- i. The tenant has notified the landlord of the problem. See FAQs 8 – 12; and
  - ii. The landlord hasn't installed or rekeyed the security device in a reasonable amount of time. See FAQ 13; and
  - iii. At the time the tenant pays the reduced rent, the tenant notifies the landlord of the cost to install or rekey the security device. See *Tenant's Notice of Deduction of Security Device Costs from Rent* below; and
  - iv. Unless the lease says otherwise, the tenant gives the landlord a key to any security device that the tenant rekeys or installs within a reasonable time after the landlord asks for it in writing.

The tenant should keep any receipts to prove the cost incurred.

- b. **Unilaterally terminate the lease without a court proceeding (meaning the lease has ended, you can move out, and you owe no future rent as of the date you move out, lease termination, or reletting fees, but you must still pay any past due rent and any amounts owed before you moved out).** While you are not required to provide notice to your landlord that you are terminating the lease due to noncompliance with security devices, it is a wise thing to do. See *Tenant's Notice of Lease Termination Regarding Security Devices* form and instructions below.
- c. **File a lawsuit against the landlord. The judge may order the following:**
- i. Order the landlord to comply, if you are still living in the unit;
  - ii. Actual damages;
  - iii. If you have actual damages, you could also get punitive damages if the landlord's failure to comply is intentional, malicious, or grossly negligent;
  - iv. A civil penalty of one month's rent plus \$500;
  - v. Court costs; and
  - vi. Attorney's fees, except in suits for recovery of property damages, personal injuries, or wrongful death.

20. What happens if I want to terminate my lease or file a lawsuit, but I haven't paid for the security device or repairs that were my responsibility to pay for? See Texas Property Code 92.167(a) and FAQs 13 – 16.

You cannot terminate your lease or successfully sue your landlord if you have not paid for a security device or repairs to a security device that you requested and were

required to prepay. See FAQ 17. It is not sufficient to pay them after a lawsuit is filed or you have terminated your lease.

21. Is the landlord's management company liable if the landlord hasn't given them the money to install, repair, or replace the security device? See Texas Property Code 92.167(b).

A management company or agent of the landlord that has never held itself out as the landlord or owner of the property may have a defense against damages for failure to install or repair a security device if they have properly followed the steps outlined in Texas Property Code 92.167(b). To avoid liability, the management company must give you written notice that:

- a. States they requested money from the landlord to make the repairs or install the security device,
- b. States the landlord has not or will not give them the money to do so, and
- c. Explains the rights you have when the landlord has failed to comply with the request.

If you receive the above notice from the management company, you can terminate the lease or exercise your rights listed in FAQ 19. See Texas Property Code 92.168.

22. What if I can't afford the fee to file a lawsuit?

If you cannot afford the filing fee, you can ask the court to waive (eliminate) your filing fees and court costs by filling out and filing a Statement of Inability to Afford Payment of Court Costs. You can get a Statement of Inability to Afford Payment of Court Costs form by asking the justice court clerk for a copy of the form. The clerk is required to provide you with the form at no cost. See Texas Rule of Civil Procedure 502.3(b).

## II. Instructions for Completing the Security Devices Form:

### A. Tenant's Request Regarding Security Devices Form

*Use this form to ask the landlord to install, replace, rekey or repair a required security device at the landlord's expense that has become inoperable or that you want to be installed at your expense. See FAQs 8-19.*

1. **To:** Write the name of the landlord, manager, or agent in the blank.
2. **Landlord, Manager, or Agent Address:** Write the street address, unit number (if any), city, state, and zip code of the person you pay rent to or the place where your rent is normally paid.
3. **From: Write** your name in the blank.

4. **Property Address:** Write the street address, unit number (if any), city, state, and zip code of the rental property of the tenant.
5. **Security Devices:** Describe in detail the required security devices that you want the landlord to install, replace, rekey, or repair at the landlord's expense that have become inoperable or that you want to be installed at your expense. Read the FAQs to understand what your rights are and which devices the landlord is required to install, which devices the landlord must pay for, and which devices you must pay for.
6. **Notice of Unauthorized Entry, Attempted Entry, or Violent Crime:** Check any box that applies to your situation. If you have notified the landlord that one of the situations has occurred, the landlord must comply on or before the third day that the notice is received. See FAQ 6.
7. **Request Deadlines:** Read this section and FAQ 13 on when the landlord must complete the request.
8. **Method of Delivery:** Check the box to indicate how you will give this request form to your landlord, manager, or agent. If you plan to give the form by another delivery method, write in how you will do so.
9. **Tenant's Signature and Address Block:**
  - **Tenant's Signature:** Sign your name. If you're completing the form for the tenant, the tenant must sign their name.
  - **Tenant Name:** Write in the name of the tenant in the blank.
  - **Address, City, State, and Zip Code:** Write the address, unit number (if any), city, state, and zip code where the tenant currently lives in these blanks.
  - **Phone Number:** Write in the Tenant's phone number.
  - **Email Address:** Write in the Tenant's email address if it is frequently checked. The landlord may send a response, so it needs to be checked frequently.
  - **Date:** Write in the date that you complete the form.

**10. Make a Copy for Your Records!**

**B. Tenant's Notice of Deduction of Security Device Costs from Rent Form**

*Use this form if you want to deduct the security device costs from your rent and the landlord:*

- a. *Has not installed, repaired, replaced, or rekeyed a required security device at the beginning of the lease, or*
  - b. *Has not, within a reasonable amount of time, installed, repaired, replaced, or rekeyed a required device that you notified the landlord has become inoperable during the lease or that you requested be installed at your expense.*
1. **To:** Write the name of the landlord, manager, or agent in the blank.

2. **Landlord, Manager, or Agent Address:** Write the street address, unit number (if any), city, state, and zip code of the person you pay rent to or the place where your rent is normally paid.
3. **From: Write** your name in the blank.
4. **Property Address:** Write the street address, unit number (if any), city, state, and zip code of the rental property of the tenant.
5. **Reason for Rent Deduction:** Check the appropriate box for your situation. See information in FAQs 2-6 for the first box and FAQs 8-19 for the second box.
6. **Deducted Costs:** List the amount of money you have spent installing, repairing, replacing, or rekeying a required security device that the landlord did not at the beginning of the lease or did not, within a reasonable time, install, repair, replace, or rekey after you notified the landlord that it became inoperable during the lease or that you requested be installed at your expense. See FAQs 6, 19-21. Gather all receipts and add up the amounts, including sales tax, you have spent on materials, extra keys, and labor. Write the total for each category and the total amount spent in the blanks provided.
7. **Method of Delivery:** Check the box to indicate how you will give this request form to your landlord, manager, or agent. If you plan to deliver the form by another method, write in how you will do so.
8. **Tenant's Signature and Address Block:**
  - **Tenant's Signature: Sign** your name. If you're completing the form for the tenant, the tenant must sign their name.
  - **Tenant Name: Write** in the name of the tenant in the blank.
  - **Address, City, State, and Zip Code: Write** the address, unit number (if any), city, state, and zip code where the tenant currently lives in these blanks.
  - **Phone Number: Write** in the Tenant's phone number.
  - **Email Address: Write** in the Tenant's email address if it is frequently checked. The landlord may send a response, so it needs to be checked frequently.
  - **Date:** Write in the date that you complete the form.
9. **Make a Copy for Your Records!**

C. Tenant's Request for Compliance Regarding Security Device Form

*Use this form if the landlord has not installed, repaired, replaced, or rekeyed a required security device at the beginning of the lease and you want to the landlord to fix the situation.*

1. **To:** Write the name of the landlord, manager, or agent in the blank.

2. **Landlord, Manager, or Agent Address:** Write the street address, unit number (if any), city, state, and zip code of the person you pay rent to or the place where your rent is normally paid.
3. **From:** Write your name in the blank.
4. **Property Address:** Write the street address, unit number (if any), city, state, and zip code of the rental property of the tenant.
5. **Request to Comply:** Describe in detail the security devices you need installed, replaced, rekeyed, or repaired. You are asking the landlord to install, replace, rekey, or repair a required security device(s) that should have been done at the beginning of the lease and telling the landlord that you may exercise your rights under the Texas Property Code if they do not do so. Read the FAQs 1-6 to understand what your rights are, which devices the landlord is required to install, which devices the landlord must pay for, and which devices you must pay for.
6. **Notice of Unauthorized Entry, Attempted Entry, or Violent Crime:** Check any box that applies to your situation. If you have notified the landlord that one of the situations has occurred, the landlord must comply on or before the third day that the notice is received. See FAQ 6.
7. **Method of Delivery:** Check the box to indicate how you will give this request form to your landlord, manager, or agent. If you plan to give the form by another delivery method, write in how you will do so.
8. **Tenant's Signature and Address Block:**
  - **Tenant's Signature:** Sign your name. If you're completing the form for the tenant, the tenant must sign their name.
  - **Tenant Name:** Write in the name of the tenant in the blank.
  - **Address, City, State, and Zip Code:** Write the address, unit number (if any), city, state, and zip code where the tenant currently lives in these blanks.
  - **Phone Number:** Write in the Tenant's phone number.
  - **Email Address:** Write in the Tenant's email address if it is frequently checked. The landlord may send a response, so it needs to be checked frequently.
  - **Date:** Write in the date that you complete the form.
9. **Make a Copy for Your Records!**

D. Tenant's Notice of Lease Termination Regarding Security Device Form

*Use this form if the landlord has not installed, repaired, replaced, or rekeyed a required security device at the beginning of the lease or has not, within a reasonable amount of time, installed, repaired, replaced, or rekeyed a required device that you notified the landlord has become inoperable during the lease or requested be installed at your*

*expense and you want to terminate your lease. See FAQ 6 or 19, depending on your situation.*

1. **To:** Write the name of the landlord, manager, or agent in the blank.
2. **Landlord, Manager, or Agent Address:** Write the street address, unit number (if any), city, state, and zip code of the person you pay rent to or the place where your rent is normally paid.
3. **From: Write** your name in the blank.
4. **Property Address:** Write the street address, unit number (if any), city, state, and zip code of the rental property of the tenant.
5. **Notice of Termination:** At this point, one of the following two things should have happened:
  - a. Your landlord did not install, repair, replace, or rekey a required security device at their expense at the beginning of the lease and everything listed under FAQ 6b has happened, including providing the landlord with a written request for compliance. See Section 92.164 and 92.153, Texas Property Code; or
  - b. You made a request regarding a security device and your landlord did not, within a reasonable amount of time, install, repair, replace, or rekey a required security device that has become inoperable during the lease. See Section 92.164 and 92.153, Texas Property Code; or
  - c. You properly requested that a security device be installed at your expense, which you prepaid if required and provided notice to the landlord, and your landlord did not, within a reasonable amount of time, install it. See Section 92.164 and 92.156, Texas Property Code.  
See FAQ 19b and *Tenant's Request Regarding Security Device* form below.
6. **Forwarding Address:** Write in the address you want the landlord to send any refund of rent and security deposit you are owed.
7. **Method of Delivery:** Check the box to indicate how you will give this request form to your landlord, manager, or agent. If you plan to give the form by another delivery method, write in how you will do so.
8. **Tenant's Signature and Address Block:**
  - **Tenant's Signature:** Sign your name. If you're completing the form for the tenant, the tenant must sign their name.
  - **Tenant Name:** Write in the name of the tenant in the blank.
  - **Address, City, State, and Zip Code:** Write the address, unit number (if any), city, state, and zip code where the tenant currently lives in these blanks.
  - **Phone Number:** Write in the Tenant's phone number.

- **Email Address:** Write in the Tenant's email address if it is frequently checked. The landlord may send a response, so it needs to be checked frequently.
- **Date:** Write in the date that you complete the form.

**9. Make a Copy for Your Records!**

# TENANT'S REQUEST REGARDING SECURITY DEVICES

Texas Property Code § 92.151-170

**To:** Landlord, Manager, or Agent \_\_\_\_\_

Landlord, Manager, or Agent address:

\_\_\_\_\_

**From:** Tenant \_\_\_\_\_

**Property Address:**

\_\_\_\_\_

**Security Devices:** I ask you to install, replace, rekey, or repair the following security devices:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Notice of Unauthorized Entry, Attempted Entry, or Violent Crime:** [Check any that apply]

- Someone entered or tried to enter my unit/residence without my permission.
- Someone entered or tried to enter another unit in the complex without permission within the last two months.
- A violent crime occurred in the complex within the last two months.

**Request Deadlines:**

I ask that you comply with my request within **seven days** of receiving this request or within **seventy-two hours** if one of the boxes is checked above under Notice of Unauthorized Entry, Attempted Entry, or Violent Crime.

If this request requires me to pay for rekeying, installing, or changing a security device, I ask that you comply within **seven days** of receiving my payment.

If you do not comply within the required timeframe, I may exercise my rights under the Texas Property Code, which may include terminating my lease, installing and deducting the reasonable

cost from the rent, and suing for actual and punitive damages, civil penalties, court costs, and attorney's fees. Texas Property Code 92.164-166.

Thank you for your prompt attention to my request.

**Tenant:** Complete this information on how you will deliver this letter to the landlord, manager, or agent:

**Method of Delivery to Landlord, Manager, or Agent Where Rent is Regularly Paid:** *(Check applicable box. Keep a copy of this request.)*

- Hand Delivery
- First Class Mail
- Certified Mail, Return Receipt *(If you have questions, ask Post Office; keep tracking number.)*
- Other Method of Delivery, if allowed by lease: \_\_\_\_\_

\_\_\_\_\_  
**Tenant Signature**

\_\_\_\_\_  
*Tenant Name*

\_\_\_\_\_  
*Address*

\_\_\_\_\_  
*City, State, Zip Code*

\_\_\_\_\_  
*Phone Number*

\_\_\_\_\_  
*Email Address, if you check it frequently*

\_\_\_\_\_  
*Date*

# TENANT'S NOTICE OF DEDUCTION OF SECURITY DEVICE COSTS FROM RENT

Texas Property Code § 92.165-166

To: Landlord, Manager, or Agent \_\_\_\_\_

Landlord, Manager, or Agent address:

\_\_\_\_\_

From: Tenant \_\_\_\_\_

Property Address:

\_\_\_\_\_

**Reason for Rent Deductions:** This is my notification to you that I have deducted from my rent the costs for installing, repairing, replacing, or rekeying a security device because: *[Check one]*

- You have not installed or rekeyed a required security device at your expense at the beginning of the lease.
- You have not repaired or rekeyed a required security device at your expense that became inoperable or needs replacement during the lease, or you haven't installed a security device that I requested be installed at my expense.

**Deducted Costs:** I have deducted the following reasonable costs (attached copy of receipts or other documentation, if available):

Materials, including tax:	\$ _____
Extra Keys, including tax:	\$ _____
Labor:	\$ _____
Total Amount:	\$ _____

**Tenant:** Complete this information on how you will deliver this letter to the landlord, manager, or agent:

**Method of Delivery to Landlord, Manager, or Agent Where Rent is Regularly Paid:** *(Check applicable box. Keep a copy of this request.)*

- Hand Delivery
- First Class Mail
- Certified Mail, Return Receipt *(If you have questions, ask Post Office; keep tracking number.)*
- Other Method of Delivery, if allowed by lease: \_\_\_\_\_

---

***Tenant Signature***

---

*Tenant Name*

---

*Address*

---

*City, State, Zip Code*

---

*Phone Number*

---

*Email Address, if you check it frequently*

---

*Date*

**TENANT’S REQUEST FOR COMPLIANCE  
REGARDING REQUIRED SECURITY DEVICES**

Texas Property Code Section 92.164

**To:** Landlord, Manager, or Agent \_\_\_\_\_

**Landlord, Manager, or Agent Address:**

\_\_\_\_\_

**From:** Tenant \_\_\_\_\_

**Property Address:**

\_\_\_\_\_  
*(Address, City, State, and Zip Code)*

**Request to Comply:** The following required security devices were not installed when I moved in and/or the required security devices were not rekeyed by the end of the seventh day from the date I moved in:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please make the requested changes within the appropriate 3-day or 7-day timeframes as set forth in Texas Property Code Section 92.164. If you do not comply, I may exercise my rights under the Texas Property Code, which may include terminating my lease, installing and deducting the reasonable cost from the rent, and suing for actual and punitive damages, civil penalties, court costs, and attorney’s fees. Texas Property Code Sections 92.164 and 92.166.

**Notice of Unauthorized Entry, Attempted Entry, or Violent Crime:** [Check any that apply]

- Someone entered or tried to enter my unit/residence without my permission.
- Someone entered or tried to enter another unit in the complex without permission within the last two months.
- A violent crime occurred in the complex within the last two months.

**Tenant:** Complete this information on how you will deliver this letter to the landlord, manager, or agent:

**Method of Delivery to Landlord, Manager, or Agent Where Rent is Regularly Paid:** [Check applicable box. **Keep a copy of this request.**]

- Hand Delivery
- First Class Mail
- Certified Mail, Return Receipt (*If you have questions, ask Post Office; keep tracking number.*)
- Other Method of Delivery, if allowed by lease: \_\_\_\_\_

---

***Tenant Signature***

---

*Tenant Name*

---

*Address*

---

*City, State, Zip Code*

---

*Phone Number*

---

*Email Address, if you check it frequently*

---

*Date*

**TENANT'S NOTICE OF LEASE TERMINATION  
REGARDING SECURITY DEVICES**

Texas Property Code Section 92.164 or 92.165

**To:** Landlord, Manager, or Agent \_\_\_\_\_

**Landlord, Manager, or Agent Address:**

\_\_\_\_\_

**From:** Tenant \_\_\_\_\_

**Property Address:**

\_\_\_\_\_  
*(Address, City, State, and Zip Code)*

**Notice of Termination:** After giving all notices and taking all actions required under the Texas Property Code regarding security devices, I am terminating my lease. I am terminating my lease and vacating (or have already vacated) the property on the following month, day, and year: \_\_\_\_\_ . *See the Security Devices FAQs and Sections 92.151 – 92.170 of the Texas Property Code.*

**Forwarding Address:** Please send my security deposit and a refund of rent I paid for the days I will not occupy the property to the following forwarding address: *(Address, City, State, and Zip Code)*

\_\_\_\_\_

\_\_\_\_\_

**Method of Delivery to Landlord, Manager, or Agent Where Rent is Regularly Paid:** *(Check applicable box. Keep a copy of this request.)*

- Hand Delivery
- First Class Mail
- Certified Mail, Return Receipt *(If you have questions, ask Post Office; keep tracking number.)*
- Other Method of Delivery: \_\_\_\_\_

\_\_\_\_\_  
**Tenant Signature**

\_\_\_\_\_  
*Tenant Name*

---

*Address*

---

*City, State, Zip Code*

---

*Phone Number*

---

*Email Address, if you check it frequently*

---

*Date*