

- SUBJECT:** Notification of repairs for rental property
- COMMITTEE:** Business and Industry — committee substitute recommended
- VOTE:** 9 ayes — Brimer, Rhodes, Corte, Dukes, Elkins, Giddings, Janek, Solomons, Woolley
- 0 nays
- WITNESSES:** For — Ray Adkins, Texas Tenants Union; Robert Doggett, Tenants of Texas; David Mintz, Texas Apartment Association; Katherine Stark, Austin Tenants' Council
- Against — None
- BACKGROUND :** The Property Code provides that landlords have a duty to repair or remedy a condition that materially affects the physical health or safety of tenants. Tenants must provide notice of a needed repair. If the landlord fails to make the repair, tenants may deduct the cost of repairs from the rent or terminate the lease after they have provided another notice of intent to do so. Deductions for repairs are limited to a monthly total of one month's rent.
- DIGEST:** CSHB 2016 would amend Property Code provisions concerning landlord liability and tenant remedies to establish that a tenant could deduct the cost of repairs from the rent or terminate the lease if the landlord failed to make repairs within a reasonable time following a single notice via certified mail, return receipt requested, or by registered mail.
- The bill would establish that seven days from receipt of notice would be a rebuttable presumption of reasonable time. The presumption could be rebutted based on the date the notice was received, the severity and nature of the condition, and the reasonable availability of material, labor, and utilities.
- The tenant's deduction for the cost of repairs in a single month could not exceed one month's rent or \$500, whichever was greater.
- CSHB 2016 would take effect January 1, 1998, and apply to residential leases entered into or renewed on or after that date.

NOTES:

The committee substitute removed provisions in the original version of the bill concerning the landlord's apparent or assumed level of knowledge of the tenant's complaint; the tenant's right to remain on the premises after termination of the lease; release from payment of rent; the landlord's response to notice by tenants; actual and additional damages for tenants; other judicial remedies; and civil penalties when landlords acted in bad faith.

The substitute added certified mail requirements for a single notice and the rebuttable presumption provision, and changed the level of deductions permitted.