

SUBJECT: Revising notice rules for presumption of intent to commit theft of service

COMMITTEE: Criminal Jurisprudence — committee substitute recommended

VOTE: 6 ayes — Collier, Zedler, J. González, P. King, Murr, Pacheco

0 nays

3 absent — K. Bell, Hunter, Moody

WITNESSES: For — Jason Hunt, EAN Holdings, LLC (*Registered, but did not testify*:
Mark Vane, Rent A Center)

Against — (*Registered, but did not testify*: Mary Mergler, Texas
Appleseed)

On — (*Registered, but did not testify*: Vincent Giardino, Tarrant County
Criminal District Attorney's Office)

BACKGROUND: Penal Code sec. 31.04 provides that a person commits theft of service if the person performs certain acts with the intent to avoid payment for a service that the actor knows is provided only for compensation. Among other actions, intent to avoid payment is presumed if the actor fails to return property held under a rental agreement within three days after receiving notice demanding return if the property is valued at \$2,500 or more.

DIGEST: CSHB 2524 would create a presumption of intent to avoid payment with respect to the offense of theft of service if a person failed to return property held under a rental agreement within two days of receiving a notice demanding return if the property was valued at \$10,000 or more.

The bill would allow required notices to be sent by commercial delivery service. It would be presumed that the notice was received not later than two days after the notice was sent if notice was given in writing, sent by registered or certified mail with return receipt requested or by commercial

delivery service, and sent to the actor using the actor's mailing address shown on the rental agreement or service agreement.

The bill would take effect September 1, 2019.