

CHAPTER 357

H.B. No. 1368

AN ACT

relating to security devices for certain rental dwellings; providing civil penalties.

Be it enacted by the Legislature of the State of Texas:

SECTION 1. Section 92.001, Property Code, is amended to read as follows:

Sec. 92.001. DEFINITIONS. *Except as otherwise provided by this chapter, in [In] this chapter:*

(1) "Dwelling" means one or more rooms rented for use as a permanent residence under a single lease to one or more tenants.

(2) "Landlord" means the owner, lessor, or sublessor of a dwelling, but does not include a manager or agent of the landlord unless the manager or agent purports to be the owner, lessor, or sublessor in an oral or written lease.

(3) "Lease" means any written or oral agreement between a landlord and tenant that establishes or modifies the terms, conditions, rules, or other provisions regarding the use and occupancy of a dwelling.

(4) "Normal wear and tear" means deterioration that results from the intended use of a dwelling, including, for the purposes of *Subchapters [Subchapter] B and D*, breakage or malfunction due to age or deteriorated condition, but the term does not include deterioration that results from negligence, carelessness, accident, or abuse of the premises, equipment, or chattels by the tenant, by a member of the tenant's household, or by a guest of the tenant.

(5) "Premises" means a tenant's rental unit, any area or facility the lease authorizes the tenant to use, and the appurtenances, grounds, and facilities held out for the use of tenants generally.

(6) "Tenant" means a person who is authorized by a lease to occupy a dwelling to the exclusion of others and, for the purposes of Subchapters D, E, and F, who is obligated under the lease to pay rent.

SECTION 2. Section 92.005, Property Code, is amended to read as follows:

Sec. 92.005. ATTORNEY'S FEES. (a) A party who prevails in a suit brought under Subchapter B, [D,] E, or F may recover the party's costs of court and reasonable attorney's fees in relation to work reasonably expended.

(b) This section does not authorize a recovery of attorney's fees in an action brought under Subchapter [D,] E[,] or F for damages that relate to or arise from property damage, personal injury, or a criminal act.

SECTION 3. Subchapter D, Chapter 92, Property Code, is amended to read as follows:

SUBCHAPTER D. SECURITY DEVICES

Sec. 92.151. DEFINITIONS. *In this subchapter:*

(1) "Doorknob lock" means a lock in a doorknob, with the lock operated from the exterior by a key, card, or combination and from the interior without a key, card, or combination.

(2) "Door viewer" means a permanently installed device in an exterior door that allows a person inside the dwelling to view a person outside the door. The device must be:

(A) a clear glass pane or one-way mirror; or

(B) a peephole having a barrel with a one-way lens of glass or other substance providing an angle view of not less than 160 degrees.

(3) "Exterior door" means a door providing access from a dwelling interior to the exterior. The term includes a door between a living area and a garage but does not include a sliding glass door or a screen door.

(4) "French doors" means a set of two exterior doors in which each door is hinged and abuts the other door when closed. The term includes double-hinged patio doors.

(5) "Keyed dead bolt" means:

(A) a door lock not in the doorknob that:

(i) locks with a bolt into the doorjamb; and

(ii) is operated from the exterior by a key, card, or combination and from the interior by a knob or lever without a key, card, or combination; or

(B) a doorknob lock that contains a bolt with at least a one-inch throw.

(6) "Keyless bolting device" means a door lock not in the doorknob that locks:

(A) with a bolt into a strike plate screwed into the portion of the doorjamb surface that faces the edge of the door when the door is closed or into a metal doorjamb that serves as the strike plate, operable only by knob or lever from the door's interior and not in any manner from the door's exterior, and that is commonly known as a keyless dead bolt;

(B) by a drop bolt system operated by placing a central metal plate over a metal doorjamb restraint that protrudes from the doorjamb and that is affixed to the doorjamb frame by means of three case-hardened screws at least three inches in length. One-half of the central plate must overlap the interior surface of the door and the other half of the central plate must overlap the doorjamb when the plate is placed over the doorjamb restraint. The drop bolt system must prevent the door from being opened unless the central plate is lifted off of the doorjamb restraint by a person who is on the interior side of the door.

The term "keyless bolting device" does not include a chain latch, flip latch, surface-mounted slide bolt, mortise door bolt, surface-mounted barrel bolt, surface-mounted swing bar door guard, spring-loaded nightlatch, foot bolt, or other lock or latch; or

(C) by a metal bar or metal tube that is placed across the entire interior side of the door and secured in place at each end of the bar or tube by heavy-duty metal screw hooks. The screw hooks must be at least three inches in length and must be screwed into the door frame stud or wall stud on each side of the door. The bar or tube must be capable of being secured to both of the screw hooks and must be permanently attached in some way to the door frame stud or wall stud. When secured to the screw hooks, the bar or tube must prevent the door from being opened unless the bar or tube is removed by a person who is on the interior side of the door.

(7) "Landlord" means a dwelling owner, lessor, sublessor, management company, or managing agent, including an on-site manager.

(8) "Multiunit complex" means two or more dwellings in one or more buildings that are:

(A) under common ownership;

(B) managed by the same owner, agent, or management company; and

(C) located on the same lot or tract or adjacent lots or tracts of land.

(9) "Possession of a dwelling" means occupancy by a tenant under a lease, including occupancy until the time the tenant moves out or a writ of possession is issued by a court. The term does not include occupancy before the initial occupancy date authorized under a lease.

(10) "Rekey" means to change or alter a security device that is operated by a key, card, or combination so that a different key, card, or combination is necessary to operate the security device.

(11) "Security device" means 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 in a dwelling.

(12) "Sliding door handle latch" means a latch or lock:

(A) located near the handle on a sliding glass door;

(B) operated with or without a key; and

(C) designed to prevent the door from being opened.

(13) "Sliding door pin lock" means a lock on a sliding glass door that consists of a pin or nail inserted from the interior side of the door at the side opposite the door's handle and that is designed to prevent the door from being opened or lifted.

(14) "Sliding door security bar" means a bar or rod that can be placed at the bottom of or across the interior side of the fixed panel of a sliding glass door and that is designed to prevent the door from being opened.

(15) "Tenant turnover date" means the date a new tenant moves into a dwelling under a lease after all previous tenants have moved out. The term does not include dates of entry or occupation not authorized by the landlord.

(16) "Window latch" means a device on a window that prevents the window from being opened and that is operated without a key and only from the interior.

Sec. 92.152. APPLICATION OF SUBCHAPTER. (a) This subchapter does not apply to a room in a hotel, motel, or inn or to similar transient housing or to residential housing owned or operated by a public or private college or university accredited under Section 61.003, Education Code, or to residential housing operated by preparatory schools accredited by the Texas Education Agency, a regional accrediting agency, or any accrediting agency recognized by the commissioner of education.

(b) A dwelling to which this subchapter applies includes:

(1) a room in a dormitory or rooming house not excluded by Subsection (a) of this section;

(2) a mobile home;

(3) a single family house, duplex, or triplex; and

(4) a living unit in an apartment, condominium, cooperative, or townhome project.

Sec. 92.153. SECURITY DEVICES REQUIRED WITHOUT NECESSITY OF TENANT REQUEST. (a) Except as provided by Subsections (b), (e), (f), and (g) and without necessity of request by the tenant, a dwelling must be equipped with:

(1) a window latch on each exterior window of the dwelling;

(2) a doorknob lock or keyed dead bolt on each exterior door;

(3) a sliding door pin lock, a sliding door handle latch, or a sliding door security bar on each exterior sliding glass door of the dwelling, if construction of the dwelling was completed before September 1, 1993, and the calendar date is before January 1, 1995;

(4) 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 dwelling, if construction of the dwelling was completed on or after September 1, 1993, or the calendar date is January 1, 1995, or later;

(5) a keyless bolting device and a door viewer on each exterior door of the dwelling, if initial construction of the dwelling was completed on or after September 1, 1993; and

(6) a keyless bolting device and a door viewer on each exterior door of the dwelling, if the calendar date is January 1, 1995, or later.

(b) If the dwelling has French doors, one door of each pair of French doors must meet the requirements of Subsection (a) and the other door must have:

(1) a keyed dead bolt or keyless bolting device capable of insertion into the doorjamb above the door and a keyless bolting device capable of insertion into the floor or threshold, each with a bolt having a throw of one inch or more; or

(2) a bolt installed inside the door and operated from the edge of the door, capable of insertion into the doorjamb above the door, and another bolt installed inside the door and operated from the edge of the door capable of insertion into the floor or threshold, each bolt having a throw of three-fourths inch or more.

(c) A security device required by Subsection (a) or (b) must be installed at the landlord's expense.

(d) Subsections (a) and (b) apply only when a tenant is in possession of a dwelling.

(e) A keyless bolting device is not required to be installed at the landlord's expense on an exterior door if:

(1) the dwelling is part of a multiunit complex in which the majority of dwelling units are leased to tenants who are over 55 years of age or who have a physical or mental disability;

(2) the tenant in the dwelling is over 55 years of age or has a physical or mental disability; and

(3) the landlord is expressly required or permitted to periodically check on the well-being or health of the tenant as a part of a written lease or other written agreement.

(f) A keyed dead bolt or a doorknob lock is not required to be installed at the landlord's expense on an exterior door if at the time the tenant agrees to lease the dwelling:

(1) at least one exterior door usable for normal entry into the dwelling has both a keyed dead bolt and a keyless bolting device, installed in accordance with the height, strike plate, and throw requirements of Section 92.154; and

(2) all other exterior doors have a keyless bolting device installed in accordance with the height, strike plate, and throw requirements of Section 92.154.

(g) A security device required by this section must be operable throughout the time a tenant is in possession of a dwelling. However, a landlord may deactivate or remove the locking mechanism of a doorknob lock or remove any device not qualifying as a keyless bolting device if a keyed dead bolt has been installed on the same door.

Sec. 92.154. HEIGHT, STRIKE PLATE, AND THROW REQUIREMENTS—KEYED DEAD BOLT OR KEYLESS BOLTING DEVICE. (a) A keyed dead bolt or a keyless bolting device required by this subchapter must be installed at a height:

(1) not lower than 36 inches from the floor; and

(2) not higher than:

(A) 54 inches from the floor, if installed before September 1, 1993; or

(B) 48 inches from the floor, if installed on or after September 1, 1993.

(b) A keyed dead bolt or a keyless bolting device described in Section 92.151(6)(A) or (B) in a dwelling must:

(1) have a strike plate screwed into the portion of the doorjamb surface that faces the edge of the door when the door is closed; or

(2) be installed in a door with a metal doorjamb that serves as the strike plate.

(c) A keyed dead bolt or keyless dead bolt, as described by Section 92.151(6)(A), installed in a dwelling on or after September 1, 1993, must have a bolt with a throw of not less than one inch.

(d) The requirements of this section do not apply to a keyed dead bolt or a keyless bolting device in one door of a pair of French doors that is installed in accordance with the requirements of Section 92.153(b)(1) or (2).

Sec. 92.155. HEIGHT REQUIREMENTS—SLIDING DOOR SECURITY DEVICES. A sliding door pin lock or sliding door security bar required by this subchapter must be installed at a height not higher than:

(1) 54 inches from the floor, if installed before September 1, 1993; or

(2) 48 inches from the floor, if installed on or after September 1, 1993.

Sec. 92.156. REKEYING OR CHANGE OF SECURITY DEVICES. (a) A security device operated by a key, card, or combination shall be rekeyed by the landlord at the landlord's expense not later than the seventh day after each tenant turnover date.

(b) A landlord shall perform additional rekeying or change a security device at the tenant's expense if requested by the tenant. A tenant may make an unlimited number of requests under this subsection.

(c) The expense of rekeying security devices for purposes of the use or change of the landlord's master key must be paid by the landlord.

(d) This section does not apply to locks on closet doors or other interior doors.

Sec. 92.157. SECURITY DEVICES REQUESTED BY TENANT. (a) At a tenant's request made at any time, a landlord, at the tenant's expense, shall install:

(1) a keyed dead bolt on an exterior door if the door has:

(A) a doorknob lock but not a keyed dead bolt; or

(B) a keyless bolting device but not a keyed dead bolt or doorknob lock; and

(2) a sliding door pin lock or sliding door security bar if the door is an exterior sliding glass door without a sliding door pin lock or sliding door security bar.

(b) At a tenant's request made before January 1, 1995, a landlord, at the tenant's expense, shall install on an exterior door of a dwelling constructed before September 1, 1993:

(1) a keyless bolting device if the door does not have a keyless bolting device; and

(2) a door viewer if the door does not have a door viewer.

(c) If a security device required by Section 92.153 to be installed on or after January 1, 1995, without necessity of a tenant's request has not been installed by the landlord, the tenant may request the landlord to immediately install it, and the landlord shall immediately install it at the landlord's expense.

Sec. 92.158. LANDLORD'S DUTY TO REPAIR OR REPLACE SECURITY DEVICE. During the lease term and any renewal period, a landlord shall repair or replace a security device on request or notification by the tenant that the security device is inoperable or in need of repair or replacement.

Sec. 92.159. WHEN TENANT'S REQUEST OR NOTICE MUST BE IN WRITING. A tenant's request or notice under this subchapter may be given orally unless the tenant has a written lease that requires the request or notice to be in writing and that requirement is underlined or in boldfaced print in the lease.

Sec. 92.160. TYPE, BRAND, AND MANNER OF INSTALLATION. Except as otherwise required by this subchapter, a landlord may select the type, brand, and manner of installation, including placement, of a security device installed under this subchapter. This section does not apply to a security device installed, repaired, changed, replaced, or rekeyed by a tenant under Section 92.164(a)(1) or 92.165(1).

Sec. 92.161. COMPLIANCE WITH TENANT REQUEST REQUIRED WITHIN REASONABLE TIME. (a) Except as provided by Subsections (b) and (c), a landlord must comply with a tenant's request for rekeying, changing, installing, repairing, or replacing a security device under Section 92.156, 92.157, or 92.158 within a reasonable time. A reasonable time for purposes of this subsection is presumed to be not later than the seventh day after the date the request is received by the landlord.

(b) If within the time allowed under Section 92.162(c) a landlord requests advance payment of charges that the landlord is entitled to collect under that section, the landlord shall comply with a tenant's request under Section 92.156(b), 92.157(a), or 92.157(b) within a reasonable time. A reasonable time for purposes of this subsection is presumed to be not later than the seventh day after the date a tenant's advance payment is received by the landlord, except as provided by Subsection (c).

(c) A reasonable time for purposes of Subsections (a) and (b) is presumed to be not later than 72 hours after the time of receipt of the tenant's request and any required advance payment if at the time of making the request the tenant informed the landlord that:

(1) an unauthorized entry occurred or was attempted in the tenant's dwelling;

(2) an unauthorized entry occurred or was attempted in another unit in the multiunit complex in which the tenant's dwelling is located during the two months preceding the date of the request; or

(3) a crime of personal violence occurred in the multiunit complex in which the tenant's dwelling is located during the two months preceding the date of the request.

(d) A landlord may rebut the presumption provided by Subsection (a) or (b) if despite the diligence of the landlord:

(1) the landlord did not know of the tenant's request, without the fault of the landlord;

(2) 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 a member of the landlord's immediate family.

(e) This section does not apply to a landlord's duty to install or rekey, without necessity of a tenant's request, a security device under Section 92.153 or 92.156(a).

Sec. 92.162. PAYMENT OF CHARGES; LIMITS ON AMOUNT CHARGED. (a) A landlord may not require a tenant to pay for repair or replacement of a security device due to normal wear and tear. A landlord may not require a tenant to pay for other repairs or replacements of a security device except as provided by Subsections (b), (c), and (d).

(b) A landlord may require a tenant to pay for repair or replacement of a security device if an underlined provision in a written lease authorizes the landlord to do so and the repair or replacement is necessitated 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. Misuse of or damage to a security device that occurs during the tenant's occupancy is presumed to be caused by the tenant, a family member, an occupant, or a guest. The tenant has the burden of proving that the misuse or damage was caused by another party.

(c) A landlord may require a tenant to pay in advance charges for which the tenant is liable under this subchapter if a written lease authorizes the landlord to require advance payment, and the landlord notifies the tenant within a reasonable time after the tenant's request that advance payment is required, and:

(1) the tenant is more than 30 days delinquent in reimbursing the landlord for charges to which the landlord is entitled under Subsection (b); or

(2) the tenant requested that the landlord repair, install, change, or rekey the same security device during the 30 days preceding the tenant's request, and the landlord complied with the request.

(d) A landlord authorized by this subchapter to charge a tenant for repairing, installing, changing, or rekeying a security device under this subchapter may not require the tenant to pay 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 the cost charged to the owner by the management company for comparable security devices installed by management company employees at the owner's request and expense.

(e) The owner of a dwelling shall reimburse a management company, managing agent, or on-site manager for costs expended by that person in complying with this subchapter. A management company, managing agent, or on-site manager may reimburse itself for the costs from the owner's funds in its possession or control.

Sec. 92.163. REMOVAL OR ALTERATION OF SECURITY DEVICE BY TENANT. A security device that is installed, changed, or rekeyed under this subchapter becomes a fixture of the dwelling. Except as provided by Section 92.164(a)(1) or 92.165(1) regarding the remedy of repair-and-deduct, a tenant may not remove, change, rekey, replace, or alter a security device or have it removed, changed, rekeyed, replaced, or altered without permission of the landlord.

Sec. 92.164. TENANT REMEDIES FOR LANDLORD'S FAILURE TO INSTALL OR REKEY CERTAIN SECURITY DEVICES. (a) If a landlord does not comply with Section 92.153 or 92.156(a) regarding installation or rekeying of a security device, the tenant may:

(1) install or rekey the security device as required by this subchapter and deduct the reasonable cost of material, labor, taxes, and extra keys from the tenant's next rent payment, in accordance with Section 92.166;

(2) serve a written request for compliance on the landlord, and, except as provided by Subsections (b) and (c), if the landlord does not comply on or before the third day after the date the notice is received, unilaterally terminate the lease without court proceedings;

(3) file suit against the landlord without serving a request for compliance and obtain a judgment for:

(A) a court order directing the landlord to comply, if the tenant is in possession of the dwelling;

(B) the tenant's actual damages;

(C) court costs; and

(D) attorney's fees except in suits for recovery of property damages, personal injuries, or wrongful death; and

(4) serve a written request for compliance on the landlord, and, except as provided by Subsections (b) and (c), if the landlord does not comply on or before the third day after the date the notice is received, file suit against the landlord and obtain a judgment for:

(A) a court order directing the landlord to comply and bring all dwellings owned by the landlord into compliance, if the tenant serving the written request is in possession of the dwelling;

(B) the tenant's actual damages;

(C) punitive damages if the tenant suffers actual damages;

(D) a civil penalty of one month's rent plus \$500;

(E) court costs; and

(F) attorney's fees except in suits for recovery of property damages, personal injuries, or wrongful death.

(b) A tenant may not unilaterally terminate the lease under Subsection (a)(2) or file suit against the landlord to obtain a judgment under Subsection (a)(4) unless the landlord does not comply on or before the seventh day after the date the written request for compliance is received if the lease includes language underlined or in boldface print that in substance provides the tenant with notice that:

(1) the landlord at the landlord's expense is required to equip the dwelling, when the tenant takes possession, with the security devices described by Sections 92.153(a)(1)-(4) and (6);

(2) the landlord is not required to install a doorknob lock or keyed dead bolt at the landlord's expense if the exterior doors meet the requirements of Section 92.153(f);

(3) 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 as provided by Section 92.153(e)(3); and

(4) the tenant has the right to install or rekey a security device required by this subchapter and deduct the reasonable cost from the tenant's next rent payment, as provided by Subsection (a)(1).

(c) Regardless of whether the lease contains language complying with the requirements of Subsection (b), the additional time for landlord compliance provided by Subsection (b) does not apply if at the time the tenant served the written request for compliance on the landlord the tenant informed the landlord that an unauthorized entry occurred or was attempted in the tenant's dwelling, an unauthorized entry occurred or was attempted in another unit in the multiunit complex in which the tenant's dwelling is located during the two months preceding the date of the request, or a crime of personal violence occurred in the multiunit complex in which the tenant's dwelling is located during the two months preceding the date of the request, unless despite the diligence of the landlord:

(1) the landlord did not know of the tenant's request, without the fault of the landlord;

(2) 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 a member of the landlord's immediate family.

Sec. 92.165. TENANT REMEDIES FOR OTHER LANDLORD VIOLATIONS. If a landlord does not comply with a tenant's request regarding rekeying, changing, adding, repairing, or replacing a security device under Section 92.156(b), 92.157, or 92.158 in accordance with the time limits and other requirements of this subchapter, the tenant may:

(1) install, repair, change, replace, or rekey the security devices as required by this subchapter and deduct the reasonable cost of material, labor, taxes, and extra keys from the tenant's next rent payment in accordance with Section 92.166;

(2) unilaterally terminate the lease without court proceedings; and

(3) file suit against the landlord and obtain a judgment for:

(A) a court order directing the landlord to comply, if the tenant is in possession of the dwelling;

(B) the tenant's actual damages;

(C) punitive damages if the tenant suffers actual damages and the landlord's failure to comply is intentional, malicious, or grossly negligent;

(D) a civil penalty of one month's rent plus \$500;

(E) court costs; and

(F) attorney's fees except in suits for recovery of property damages, personal injuries, or wrongful death.

Sec. 92.166. NOTICE OF TENANT'S DEDUCTION OF REPAIR COSTS FROM RENT. (a) A tenant shall notify the landlord of a rent deduction attributable to the tenant's installing, repairing, changing, replacing, or rekeying of a security device under Section 92.164(a)(1) or 92.165(1) after the landlord's failure to comply with this subchapter. The notice must be given at the time of the reduced rent payment.

(b) Unless otherwise provided in a written lease, a tenant shall provide one duplicate of the key to any key-operated security device installed or rekeyed by the tenant under Section 92.164(a)(1) or 92.165(1) within a reasonable time after the landlord's written request for the key.

Sec. 92.167. LANDLORD'S DEFENSES. (a) A landlord has a defense to liability under Section 92.165 if on the date the tenant terminates the lease or files suit the tenant has not fully paid costs requested by the landlord and authorized by this subchapter.

(b) A management company or managing agent who is not the owner of a dwelling and who has not purported to be the owner in the lease has a defense to liability under Sections 92.164 and 92.165 if before the date the tenant is in possession of the dwelling or the date of the tenant's request for installation, repair, replacement, change, or rekeying and before any property damage or personal injury to the tenant, the management company or managing agent:

(1) did not have funds of the dwelling owner in its possession or control with which to comply with this subchapter;

(2) made written request to the dwelling owner that the owner fund and allow installation, repair, change, replacement, or rekeying of security devices as required under this subchapter and mailed the request, certified mail return receipt requested, to the dwelling owner; and

(3) not later than the third day after the date of receipt of the tenant's request, provided the tenant with a written notice:

(A) stating that the management company or managing agent has taken the actions in Subdivisions (1) and (2);

(B) stating that the owner has not provided or will not provide the necessary funds; and

(C) explaining the remedies available to the tenant for the landlord's failure to comply.

Sec. 92.168. TENANT'S REMEDY ON NOTICE FROM MANAGEMENT COMPANY. The tenant may unilaterally terminate the lease or exercise other remedies under Sections 92.164 and 92.165 after receiving written notice from a management company that the owner of the dwelling has not provided or will not provide funds to repair, install, change, replace, or rekey a security device as required by this subchapter.

Sec. 92.169. AGENT FOR DELIVERY OF NOTICE. A managing agent or an agent to whom rent is regularly paid, whether residing or maintaining an office on-site or off-site, is the agent of the landlord for purposes of notice and other communications required or permitted by this subchapter.

Sec. 92.170. EFFECT ON OTHER LANDLORD DUTIES AND TENANT REMEDIES. The duties of a landlord and the remedies of a tenant under this subchapter are in lieu of common law, other statutory law, and local ordinances relating to a residential landlord's duty to install, change, rekey, repair, or replace security devices and a tenant's remedies for

the landlord's failure to install, change, rekey, repair, or replace security devices, except that a municipal ordinance adopted before January 1, 1993, may require installation of security devices at the landlord's expense by an earlier date than a date required by this subchapter. This subchapter does not affect a duty of a landlord or a remedy of a tenant under Subchapter B regarding habitability.

[Sec. 92.151. DEFINITIONS. In this subchapter:

(1) "Deadbolt lock" means a deadbolt lock in a door, with the lock operated from the exterior by a key and from the interior without a key by knob or lever.

(2) "Doorknob lock" means a lock in a doorknob, with the lock operated from the exterior by a key and from the interior without a key.

(3) "Night latch" means a door chain latch or a door lock, with the lock operated without a key and only from the interior by chain, knob, or lever.

(4) "Pin lock" means a sliding glass door lock, with the lock operated without a key and only from the interior by inserting a pin or rod to prevent movement.

(5) "Window latch" means a lock on a window, with the lock operated without a key and only from the interior.

[Sec. 92.152. SECURITY DEVICE. A latch or lock qualifies as a security device under this subchapter if it is acceptable to a landlord and a tenant, or if it is an operable window latch, deadbolt lock, night latch, or pin lock selected by the landlord.

[Sec. 92.153. DUTY TO INSTALL, CHANGE, OR REKEY. (a) The landlord shall install, change, or rekey a security device according to this subchapter after the landlord receives a request from the tenant of a dwelling. If the tenant's lease is in writing, the lease may require the request to be written.

(b) The landlord may select how and where a security device is installed in a tenant's dwelling. The landlord's obligation under Subsection (a) is limited to installing:

(1) one window latch on each exterior window;

(2) one pin lock on each exterior sliding glass door; and

(3) one deadbolt lock and one night latch on each exterior door other than a sliding glass door, screen door, or garage door, but including a door between the living area and a garage.

(c) A tenant may require a security device to be changed or rekeyed an unlimited number of times.

(d) Before complying with a request to install, change, or rekey a security device, the landlord may require all the tenants of a dwelling to approve the request.

(e) The landlord must comply with the request to install, change, or rekey within a reasonable time, which is presumed to be before the 15th day after the date the request is received. The landlord may rebut the presumption by proving that despite the diligence of the landlord's representative a longer time is reasonable because:

(1) without the fault of the landlord or his representative the landlord did not know of the tenant's request;

(2) the landlord required a cotenant to approve the request, and the cotenant delayed approval or did not approve;

(3) the tenant did not pay in advance charges requested by the landlord and authorized by Section 92.154;

(4) materials, labor, or utilities were unavailable; or

(5) the delay was caused by circumstances beyond the landlord's control, including the illness or death of the landlord or a member of the landlord's family.

[Sec. 92.154. PAYMENT OF COSTS. (a) A tenant who requests the landlord to install, change, or rekey a security device under Subsection (a) of Section 92.153 must pay the total cost to the landlord for complying with the request, even though the work is performed by the landlord's employees or by an independent contractor selected by the landlord, except the landlord may not charge the tenant for any part of the cost to:

~~[(1) install a window latch if there has not been a window latch on the window during the tenant's occupancy;~~

~~[(2) install a deadbolt lock if there has not been either a deadbolt lock or a doorknob lock on the door during the tenant's occupancy; or~~

~~[(3) install a pin lock if there has not been a pin lock or other operable lock on the sliding glass door during the tenant's occupancy.~~

~~[(b) The landlord may not charge a tenant more than the total cost for labor, materials, taxes, and extra keys. If the landlord's employees perform the work, the cost may include a reasonable charge for overhead but may not include a profit to the landlord.~~

~~[(c) The landlord may require advance payment of charges authorized by this section.~~

~~[Sec. 92.155. REMOVAL OF SECURITY DEVICE BY TENANT. A security device installed, changed, or rekeyed under this subchapter becomes a fixture of the dwelling, and the tenant may not remove the security device or have it removed without the permission of the landlord. A written lease may require the landlord's permission to be in writing.~~

~~[Sec. 92.156. LANDLORD'S FAILURE TO COMPLY. A landlord who does not comply with a request to install, change, or rekey a security device in the manner and within the time required by Section 92.153 is liable according to this subchapter if:~~

~~[(1) the tenant gives the landlord written notice that if the landlord does not comply with the request before the eighth day after the date the landlord receives the notice the tenant may exercise the remedies provided by this subchapter; and~~

~~[(2) the landlord does not comply with the tenant's request before the eighth day after the date the tenant gave the landlord the notice.~~

~~[Sec. 92.157. TENANT REMEDIES. The tenant of a landlord who is liable under Section 92.156 may:~~

~~[(1) if the tenant is in possession of the dwelling, obtain a court order directing the landlord to install, change, or rekey a security device as requested by the tenant under this subchapter;~~

~~[(2) obtain a judgment against the landlord for actual damages suffered by the tenant because of the landlord's violation;~~

~~[(3) obtain a judgment against the landlord for one month's rent plus \$100;~~

~~[(4) obtain a judgment against the landlord for court costs and attorney's fees; and~~

~~[(5) unilaterally terminate the lease without court proceedings.~~

~~[Sec. 92.158. LANDLORD'S DEFENSES. The landlord has a defense to liability under Section 92.156 if:~~

~~[(1) the tenant owes rent on the date the tenant gives a request under Subsection (a) of Section 92.153 or the notice required by Section 92.156; or~~

~~[(2) on the date the tenant terminates the lease or files suit the tenant has not fully paid costs requested by the landlord and authorized by Section 92.154.~~

~~[Sec. 92.159. AGENTS FOR DELIVERY OF NOTICE. A managing or leasing agent, whether residing or maintaining an office on-site or off-site, is the agent of the landlord for purposes of notice and other communications required or permitted by this subchapter.~~

~~[Sec. 92.160. EFFECT ON OTHER LANDLORD DUTIES AND TENANT REMEDIES. The duties of a landlord and the remedies of a tenant under this subchapter are in lieu of common law, other statutory law, and local ordinances relating to a residential landlord's duty to install, change, or rekey security devices at the request of a tenant. However, this subchapter does not affect a duty of a landlord or a remedy of a tenant under Subchapter B.]~~

SECTION 4. (a) The changes in law made by this Act relating to a tenant's request for installation, change, rekeying, repair, or replacement of security devices at a residential rental dwelling apply only to those requests made to a landlord on or after the effective date of this Act.

(b) A tenant's request for installation, change, rekeying, repair, or replacement of security devices at a residential rental dwelling made to a landlord before the effective date of this Act

is covered by the law in effect when the request was made, and the former law is continued in effect for this purpose.

SECTION 5. This Act takes effect September 1, 1993.

SECTION 6. The importance of this legislation and the crowded condition of the calendars in both houses create an emergency and an imperative public necessity that the constitutional rule requiring bills to be read on three several days in each house be suspended, and this rule is hereby suspended.

Passed by the House on April 21, 1993, by a non-record vote; the House concurred in Senate amendments to H.B. No. 1368 on May 18, 1993, by a non-record vote; passed by the Senate, with amendments, on May 13, 1993, by a viva-voce vote.

Approved May 30, 1993.

Effective Sept. 1, 1993.