



Landlord - Tenant Laws Complete Guide



Texas Landlord-Tenant Laws: Complete Guide

Your Comprehensive Legal Reference

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Introduction

This comprehensive guide provides a complete overview of Texas's landlord-tenant laws. Whether you're a landlord or tenant, understanding these laws helps ensure smooth rental relationships and protects your rights.

How to Use This Guide

- For Quick Reference: Use the Table of Contents to jump to specific topics
- For Complete Understanding: Read through each section thoroughly
- For Legal Compliance: Pay attention to specific statutes and requirements

Important: This guide is for informational purposes only. For specific legal advice, consult with a qualified attorney licensed to practice in Texas.

Chapter 1: Security Deposit

This section covers all regulations regarding security deposits, including maximum amounts, return deadlines, and allowable deductions.

Security Deposit Maximum:

What This Means: No statute.

Legal Statute:

No content available

Security Deposit Interest:

What This Means: No statute.

Legal Statute:

No content available

Separate Security Deposit Bank Account:

What This Means: No statute.

Legal Statute:

No content available

Non-refundable fees:

What This Means: No statute.

Legal Statute:

No content available

Pet Deposits and Additional Fees:

What This Means: No statute.

Legal Statute:

No content available

Deadline for Returning Security Deposit:

What This Means: The landlord must refund a security deposit to the tenant on or before the 30th day following the date the tenant surrenders the premises.

Legal Statute:

(a) Except as provided by Section 92.107, the landlord shall refund a security deposit to the tenant on or before the 30th day after the date the tenant surrenders the premises.

(b) A requirement that a tenant give advance notice of surrender as a condition for refunding the security deposit is effective only if the requirement is underlined or is printed in conspicuous bold print in the lease.

(c) The tenant's claim to the security deposit takes priority over the claim of any creditor of the landlord, including a trustee in bankruptcy.

Tex. Prop. Code § 92.103

Amended by Acts 1995, 74th Leg., ch. 744, Sec. 3, eff. 1/1/1996.

Acts 1983, 68th Leg., p. 3639, ch. 576, Sec. 1, eff. 1/1/1984.

Permitted Uses of the Deposit:

What This Means: The landlord may deduct damages and charges for which the tenant is legally liable under the lease or as a result of breaching the lease from the security deposit.

Legal Statute:

Current with legislation from the 2023 Regular and Special Sessions signed by the Governor as of November 21, 2023.

Section 92.104 - Retention of Security Deposit; Accounting

(a) Before returning a security deposit, the landlord may deduct from the deposit damages and charges for which the tenant is legally liable under the lease or as a result of breaching the lease.

(b) The landlord may not retain any portion of a security deposit to cover normal wear and tear.

(c) If the landlord retains all or part of a security deposit under this section, the landlord shall give to the tenant the balance of the security deposit, if any, together with a written description and itemized list of all deductions. The landlord is not required to give the tenant a description and itemized list of deductions if:

(1) the tenant owes rent when he surrenders possession of the premises; and

(2) there is no controversy concerning the amount of rent owed.

Tex. Prop. Code § 92.104

Acts 1983, 68th Leg., p. 3640, ch. 576, Sec. 1, eff. 1/1/1984.

Security Deposit can be Withheld:

What This Means: The landlord may deduct damages and charges for which the tenant is legally liable under the lease or as a result of breaching the lease from the security deposit.

Legal Statute:

Current with legislation from the 2023 Regular and Special Sessions signed by the Governor as of November 21, 2023.

Section 92.104 - Retention of Security Deposit; Accounting

(a) Before returning a security deposit, the landlord may deduct from the deposit damages and charges for which the tenant is legally liable under the lease or as a result of breaching the lease.

(b) The landlord may not retain any portion of a security deposit to cover normal wear and tear.

(c) If the landlord retains all or part of a security deposit under this section, the landlord shall give to the tenant the balance of the security deposit, if any, together with a written description and itemized list of all deductions. The landlord is not required to give the tenant a description and itemized list of deductions if:

(1) the tenant owes rent when he surrenders possession of the premises; and

(2) there is no controversy concerning the amount of rent owed.

Tex. Prop. Code § 92.104

Acts 1983, 68th Leg., p. 3640, ch. 576, Sec. 1, eff. 1/1/1984.

Require Written Description/Itemized List of Damages and Charges:

What This Means: The landlord must give the balance of the security deposit, if any, together with a written description and itemized list of all deductions to the tenant. The landlord is not required to give the tenant a description and itemized list of deductions if:

- (1) the tenant owes rent when he surrenders possession of the premises; and
- (2) there is no controversy concerning the amount of rent owed.

Legal Statute:

Current with legislation from the 2023 Regular and Special Sessions signed by the Governor as of November 21, 2023.

Section 92.104 - Retention of Security Deposit; Accounting

(a) Before returning a security deposit, the landlord may deduct from the deposit damages and charges for which the tenant is legally liable under the lease or as a result of breaching the lease.

(b) The landlord may not retain any portion of a security deposit to cover normal wear and tear.

(c) If the landlord retains all or part of a security deposit under this section, the landlord shall give to the tenant the balance of the security deposit, if any, together with a written description and itemized list of all deductions. The landlord is not required to give the tenant a description and itemized list of deductions if:

- (1) the tenant owes rent when he surrenders possession of the premises; and
- (2) there is no controversy concerning the amount of rent owed.

Tex. Prop. Code § 92.104

Acts 1983, 68th Leg., p. 3640, ch. 576, Sec. 1, eff. 1/1/1984.

Receipt of Security Deposit:

What This Means: No statute.

Legal Statute:

No content available

Record Keeping of Deposit Withholdings:

What This Means: No statute.

Legal Statute:

No content available

Failure to Comply:

What This Means: No statute.

Legal Statute:

No content available

Chapter 2: Lease, Rent & Fees

This section addresses rent payment, lease terms, fees, and related financial matters.

Rent Increase Notice:

What This Means: No statute.

Legal Statute:

No content available

Late Fees:

What This Means: Landlords must allow a two-day grace period before charging late fees. Late fees must also be disclosed in the lease, and cannot be more than 12% of the rent for properties with less than five units, or 10% for properties with more than four units.

Legal Statute:

Current with legislation from the 2023 Regular and Special Sessions signed by the Governor as of November 21, 2023.

Section 92.019 - Late Payment of Rent; Fees

(a) A landlord may not collect from a tenant a late fee for failing to pay any portion of the tenant's rent unless:

- (1) notice of the fee is included in a written lease;
- (2) the fee is reasonable; and
- (3) any portion of the tenant's rent has remained unpaid two full days after the date the rent was originally due.

(a-1) For purposes of this section, a late fee is considered reasonable if:

(1) the late fee is not more than:

(A) 12 percent of the amount of rent for the rental period under the lease for a dwelling located in a structure that contains not more than four dwelling units; or

(B) 10 percent of the amount of rent for the rental period under the lease for a dwelling located in a structure that contains more than four dwelling units; or

(2) the late fee is more than the applicable amount under Subdivision (1), but not more than uncertain damages to the landlord related to the late payment of rent, including direct or indirect expenses, direct or indirect costs, or overhead associated with the collection of late payment.

(b) A late fee under this section may include an initial fee and a daily fee for each day any portion of the tenant's rent continues to remain unpaid, and the combined fees are considered a single late fee for purposes of this section.

(c) A landlord who violates this section is liable to the tenant for an amount equal to the sum of \$100, three times the amount of the late fee collected in violation of this section, and the tenant's reasonable attorney's fees.

(d) A provision of a lease that purports to waive a right or exempt a party from a liability or duty under this section is void.

(e) This section relates only to a fee, charge, or other sum of money required to be paid under the lease if rent is not paid as provided by Subsection (a)(3), and does not affect the landlord's right to terminate the lease or take other action permitted by the lease or other law. Payment of the fee, charge, or other sum of money by a tenant does not waive the right or remedies provided by this section.

Tex. Prop. Code § 92.019

Amended by Acts 2019, Texas Acts of the 86th Leg.- Regular Session, ch. 629, Sec. 1, eff. 9/1/2019.

Amended By Acts 2009, 81st Leg., R.S., Ch. 1268, Sec. 1, eff. 6/19/2009.

Added by Acts 2007, 80th Leg., R.S., Ch. 917, Sec. 3, eff. 1/1/2008.

Application Fees:

What This Means: Landlords are permitted to request a nonrefundable sum of money to offset the costs of screening an applicant for acceptance as a tenant.

Legal Statute:

For purposes of this subchapter:

(1) "Application deposit" means a sum of money that is given to the landlord in connection with a rental application and that is refundable to the applicant if the applicant is rejected as a tenant.

(1-a) "Application fee" means a nonrefundable sum of money that is given to the landlord to offset the costs of screening an applicant for acceptance as a tenant.

(2) "Applicant" or "rental applicant" means a person who makes an application to a landlord for rental of a dwelling.

(3) "Co-applicant" means a person who makes an application for rental of a dwelling with other applicants and who plans to live in the dwelling with other applicants.

(4) "Deposited" means deposited in an account of the landlord or the landlord's agent in a bank or other financial institution.

(5) "Landlord" means a prospective landlord to whom a person makes application for rental of a dwelling.

(5-a) "Rental application" means a written request made by an applicant to a landlord to lease premises from the landlord.

(6) "Required date" means the required date for any acceptance of the applicant under Section 92.352.

Tex. Prop. Code § 92.351

Amended By Acts 2007, 80th Leg., R.S., Ch. 917, Sec. 7, eff. 1/1/2008.

Added by Acts 1995, 74th Leg., ch. 744, Sec. 5, eff. 1/1/1996. Renumbered from Property Code Sec. 92.331 by Acts 1997, 75th Leg., ch. 165, Sec. 31.01(71), eff. 9/1/1997.

Prepaid Rent:

What This Means: No statute.

Legal Statute:

No content available

Returned Check Fees:

What This Means: See statute.

Legal Statute:

Current with legislation from the 2023 Regular and Special Sessions signed by the Governor as of November 21, 2023.

Section 92.1031 - Conditions for Retention of Security Deposit or Rent Prepayment

(a) Except as provided in Subsection (b), a landlord who receives a security deposit or rent prepayment for a dwelling from a tenant who fails to occupy the dwelling according to a lease between the landlord and the tenant may not retain the security deposit or rent prepayment if:

(1) the tenant secures a replacement tenant satisfactory to the landlord and the replacement tenant occupies the dwelling on or before the commencement date of the lease; or

(2) the landlord secures a replacement tenant satisfactory to the landlord and the replacement tenant occupies the dwelling on or before the commencement date of the lease.

(b) If the landlord secures the replacement tenant, the landlord may retain and deduct from the security deposit or rent prepayment either:

(1) a sum agreed to in the lease as a lease cancellation fee; or

(2) actual expenses incurred by the landlord in securing the replacement, including a reasonable amount for the time of the landlord in securing the replacement tenant.

Tex. Prop. Code § 92.1031

Added by Acts 1995, 74th Leg., ch. 869, Sec. 13, eff. 1/1/1996.

Tenant Allowed to Withhold Rent for Failure to Provide Essential Services (Water, Heat, etc.):

What This Means: No statute.

Legal Statute:

No content available

Tenant Allowed to Repair and Deduct Rent:

What This Means: Tenant's deduction for the cost of repairs or remedies must not exceed \$500 or the amount of one month's rent under the lease, whichever is greater.

Legal Statute:

Current with legislation from the 2023 Regular and Special Sessions signed by the Governor as of November 21, 2023.

Section 92.0561 - Tenant's Repair and Deduct Remedies

(a) If the landlord is liable to the tenant under Section 92.056(b), the tenant may have the condition repaired or remedied and may deduct the cost from a subsequent rent payment as provided in this section.

(b) The tenant's deduction for the cost of the repair or remedy may not exceed the amount of one month's rent under the lease or \$500, whichever is greater. However, if the tenant's rent is subsidized in whole or in part by a governmental agency, the deduction limitation of one month's rent shall mean the fair market rent for the dwelling and not the rent that the tenant pays. The fair market rent shall be determined by the governmental agency subsidizing the rent, or in the absence of such a determination, it shall be a reasonable amount of rent under the circumstances.

(c) Repairs and deductions under this section may be made as often as necessary so long as the total repairs and deductions in any one month do not exceed one month's rent or \$500, whichever is greater.

(d) Repairs under this section may be made only if all of the following requirements are met:

(1) The landlord has a duty to repair or remedy the condition under Section 92.052, and the duty has not been waived in a written lease by the tenant under Subsection (e) or (f) of Section 92.006.

(2) The tenant has given notice to the landlord as required by Section 92.056(b)(1), and, if required, a subsequent notice under Section 92.056(b)(3), and at least one of those notices states that the tenant intends to repair or remedy the condition. The notice shall also contain a reasonable description of the intended repair or remedy.

(3) Any one of the following events has occurred:

(A) The landlord has failed to remedy the backup or overflow of raw sewage inside the tenant's dwelling or the flooding from broken pipes or natural drainage inside the dwelling.

(B) The landlord has expressly or impliedly agreed in the lease to furnish potable water to the tenant's dwelling and the water service to the dwelling has totally ceased.

(C) The landlord has expressly or impliedly agreed in the lease to furnish heating or cooling equipment; the equipment is producing inadequate heat or cooled air; and the landlord has been notified in writing by the appropriate local housing, building, or health official or other official having jurisdiction that the lack of heat or cooling materially affects the health or safety of an ordinary tenant.

(D) The landlord has been notified in writing by the appropriate local housing, building, or health official or other official having jurisdiction that the condition materially affects the health or safety of an ordinary tenant.

(e) If the requirements of Subsection (d) of this section are met, a tenant may:

(1) have the condition repaired or remedied immediately following the tenant's notice of intent to repair if the condition involves sewage or flooding as referred to in Paragraph (A) of Subdivision (3) of Subsection (d) of this section;

(2) have the condition repaired or remedied if the condition involves a cessation of potable water as referred to in Paragraph (A) of Subdivision (3) of Subsection (d) of this section and if the landlord has failed to repair or remedy the condition within three days following the tenant's delivery of notice of intent to repair;

(3) have the condition repaired or remedied if the condition involves inadequate heat or cooled air as referred to in Paragraph (C) of Subdivision (3) of Subsection (d) of this section and if the landlord has failed to repair the condition within three days after delivery of the tenant's notice of intent to repair; or

(4) have the condition repaired or remedied if the condition is not covered by Paragraph (A), (B), or (C) of Subdivision (3) of Subsection (d) of this section and involves a condition affecting the physical health or safety of the ordinary tenant as referred to in Paragraph (D) of Subdivision (3) of Subsection (d) of this section and if the landlord has failed to repair or remedy the condition within seven days after delivery of the tenant's notice of intent to repair.

(f) Repairs made pursuant to the tenant's notice must be made by a company, contractor, or repairman listed in the yellow or business pages of the telephone directory or in the classified advertising section of a newspaper of the local city, county, or adjacent county at the time of the tenant's notice of intent to repair. Unless the landlord and tenant agree otherwise under Subsection (g) of this section, repairs may not be made by the tenant, the tenant's immediate family, the tenant's employer or employees, or a company in which the tenant has an ownership interest. Repairs may not be made to the foundation or load-bearing structural elements of the building if it contains two or more dwelling units.

(g) A landlord and a tenant may mutually agree for the tenant to repair or remedy, at the landlord's expense, any condition of the dwelling regardless of whether it materially affects the health or safety of an ordinary tenant. However, the landlord's duty to repair or remedy conditions covered by this subchapter may not be waived except as provided by Subsection (e) or (f) of Section 92.006.

(h) Repairs made pursuant to the tenant's notice must be made in compliance with applicable building codes, including a building permit when required.

(i) The tenant shall not have authority to contract for labor or materials in excess of what the tenant may deduct under this section. The landlord is not liable to repairmen, contractors, or material suppliers who furnish labor or materials to repair or remedy the condition. A repairman or supplier shall not have a lien for materials or services arising out of repairs contracted for by the tenant under this section.

(j) When deducting the cost of repairs from the rent payment, the tenant shall furnish the landlord, along with payment of the balance of the rent, a copy of the repair bill and the receipt for its payment. A repair bill and receipt may be the same document.

(k) If the landlord repairs or remedies the condition or delivers an affidavit for delay under Section 92.0562 to the tenant after the tenant has contacted a repairman but before the repairman commences work, the landlord shall be liable for the cost incurred by the tenant for the repairman's trip charge, and the tenant may deduct the charge from the tenant's rent as if it were a repair cost.

Tex. Prop. Code § 92.0561

Amended by Acts 1997, 75th Leg., ch. 1205, Sec. 12, eff. 1/1/1998.

Added by Acts 1989, 71st Leg., ch. 650, Sec. 6, eff. 8/28/1989.

Self-Help Evictions:

What This Means: Texas law prohibits landlords from resorting to "self-help" evictions.

Legal Statute:

No content available

Landlord Allowed to Recover Court and Attorney's Fees:

What This Means: A party who prevails in a suit brought under this subchapter or Subchapter B, E, or F is rightfully able to recover the party's court costs and reasonable attorney's fees in relation to work reasonably expended.

Legal Statute:

(a) A party who prevails in a suit brought under this subchapter or Subchapter B, 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 E or F for damages that relate to or arise from property damage, personal injury, or a criminal act.

Tex. Prop. Code § 92.005

Amended By Acts 1999, 76th Leg., ch. 1439, Sec. 2, eff. 9/1/1999.

Amended by Acts 1993, 73rd Leg., ch. 357, Sec. 2, eff. 9/1/1993

Acts 1983, 68th Leg., p. 3631, ch. 576, Sec. 1, eff. 1/1/1984.

Landlord Must Make a Reasonable Attempt to Mitigate Damages to Lessee, including an Attempt to Re-rent:

What This Means: Landlords must make a reasonable effort to find a new tenant if a tenant leaves before the lease ends.

Legal Statute:

Current with legislation from the 2023 Regular and Special Sessions signed by the Governor as of November 21, 2023.

Section 91.006 - Landlord's Duty to Mitigate Damages

(a) A landlord has a duty to mitigate damages if a tenant abandons the leased premises in violation of the lease.

(b) A provision of a lease that purports to waive a right or to exempt a landlord from a liability or duty under this section is void.

Tex. Prop. Code § 91.006

Added by Acts 1997, 75th Leg., ch. 1205, Sec. 8, eff. 9/1/1997.

Chapter 3: Notices and Entry

This section outlines notice requirements and rules governing landlord entry to rental properties.

Notice to Terminate Tenancy:

What This Means: The tenancy terminates on whichever of the following days is the later:

- (1) the day given in the notice for termination; or
- (2) one month after the day on which the notice is given.

Legal Statute:

Current with legislation from the 2023 Regular and Special Sessions signed by the Governor as of November 21, 2023.

Section 91.001 - Notice for Terminating Certain Tenancies

(a) A monthly tenancy or a tenancy from month to month may be terminated by the tenant or the landlord giving notice of termination to the other.

(b) If a notice of termination is given under Subsection (a) and if the rent-paying period is at least one month, the tenancy terminates on whichever of the following days is the later:

- (1) the day given in the notice for termination; or
- (2) one month after the day on which the notice is given.

(c) If a notice of termination is given under Subsection (a) and if the rent-paying period is less than a month, the tenancy terminates on whichever of the following days is the later:

- (1) the day given in the notice for termination; or
- (2) the day following the expiration of the period beginning on the day on which notice is given and extending for a number of days equal to the number of days in the rent-paying period.

(d) If a tenancy terminates on a day that does not correspond to the beginning or end of a rent-paying period, the tenant is liable for rent only up to the date of termination.

(e) Subsections (a), (b), (c), and (d) do not apply if:

- (1) a landlord and a tenant have agreed in an instrument signed by both parties on a different period of notice to terminate the tenancy or that no notice is required; or
- (2) there is a breach of contract recognized by law.

Tex. Prop. Code § 91.001

Amended by Acts 1985, 69th Leg., ch. 200, Sec. 3, eff. 8/26/1985.

Acts 1983, 68th Leg., p. 3625, ch. 576, Sec. 1, eff. 1/1/1984.

Notice to Terminate a Periodic Lease – Month-to-Month:

What This Means: For rent-paying periods being less than one month, tenancy terminates on whichever of the following days is the later:

- (1) the day given in the notice for termination; or
- (2) one month after the day on which the notice is given.

Legal Statute:

Current with legislation from the 2023 Regular and Special Sessions signed by the Governor as of November 21, 2023.

Section 91.001 - Notice for Terminating Certain Tenancies

(a) A monthly tenancy or a tenancy from month to month may be terminated by the tenant or the landlord giving notice of termination to the other.

(b) If a notice of termination is given under Subsection (a) and if the rent-paying period is at least one month, the tenancy terminates on whichever of the following days is the later:

- (1) the day given in the notice for termination; or
- (2) one month after the day on which the notice is given.

(c) If a notice of termination is given under Subsection (a) and if the rent-paying period is less than a month, the tenancy terminates on whichever of the following days is the later:

- (1) the day given in the notice for termination; or
- (2) the day following the expiration of the period beginning on the day on which notice is given and extending for a number of days equal to the number of days in the rent-paying period.

(d) If a tenancy terminates on a day that does not correspond to the beginning or end of a rent-paying period, the tenant is liable for rent only up to the date of termination.

(e) Subsections (a), (b), (c), and (d) do not apply if:

(1) a landlord and a tenant have agreed in an instrument signed by both parties on a different period of notice to terminate the tenancy or that no notice is required; or

(2) there is a breach of contract recognized by law.

Tex. Prop. Code § 91.001

Amended by Acts 1985, 69th Leg., ch. 200, Sec. 3, eff. 8/26/1985.

Acts 1983, 68th Leg., p. 3625, ch. 576, Sec. 1, eff. 1/1/1984.

Notice to Terminate a Periodic Lease – Week-to-week:

What This Means: For rent-paying periods being less than one month, tenancy terminates on whichever of the following days is the later:

(1) the day given in the notice for termination; or

(2) one month after the day on which the notice is given.

Legal Statute:

Current with legislation from the 2023 Regular and Special Sessions signed by the Governor as of November 21, 2023.

Section 91.001 - Notice for Terminating Certain Tenancies

(a) A monthly tenancy or a tenancy from month to month may be terminated by the tenant or the landlord giving notice of termination to the other.

(b) If a notice of termination is given under Subsection (a) and if the rent-paying period is at least one month, the tenancy terminates on whichever of the following days is the later:

(1) the day given in the notice for termination; or

(2) one month after the day on which the notice is given.

(c) If a notice of termination is given under Subsection (a) and if the rent-paying period is less than a month, the tenancy terminates on whichever of the following days is the later:

(1) the day given in the notice for termination; or

(2) the day following the expiration of the period beginning on the day on which notice is given and extending for a number of days equal to the number of days in the rent-paying period.

(d) If a tenancy terminates on a day that does not correspond to the beginning or end of a rent-paying period, the tenant is liable for rent only up to the date of termination.

(e) Subsections (a), (b), (c), and (d) do not apply if:

(1) a landlord and a tenant have agreed in an instrument signed by both parties on a different period of notice to terminate the tenancy or that no notice is required; or

(2) there is a breach of contract recognized by law.

Tex. Prop. Code § 91.001

Amended by Acts 1985, 69th Leg., ch. 200, Sec. 3, eff. 8/26/1985.

Acts 1983, 68th Leg., p. 3625, ch. 576, Sec. 1, eff. 1/1/1984.

Notice to Terminate Lease due to Sale of Property:

What This Means: No statute.

Legal Statute:

No content available

Notice of date/time of Move-Out Inspection:

What This Means: No statute.

Legal Statute:

No content available

Notice of Termination for Nonpayment:

What This Means: A landlord must give a tenant at least three days' written notice to vacate if the tenant defaults on their rent, unless otherwise specified in the lease.

Legal Statute:

Current with legislation from the 2023 Regular and Special Sessions signed by the Governor as of November 21, 2023.

Section 94.206 - Termination and Eviction for Nonpayment of Rent

A landlord may terminate the lease agreement and evict a tenant if:

- (1) the tenant fails to timely pay rent or other amounts due under the lease that in the aggregate equal the amount of at least one month's rent;
- (2) the landlord notifies the tenant in writing that the payment is delinquent; and
- (3) the tenant has not tendered the delinquent payment in full to the landlord before the 10th day after the date the tenant receives the notice.

Tex. Prop. Code § 94.206

Added by Acts 2001, 77th Leg., ch. 801, Sec. 1, eff. 4/1/2002.

Notice for Lease Violation:

What This Means: No statute.

Legal Statute:

No content available

Required Notice before Entry:

What This Means: No statute, though it is generally recommended for landlords to provide at least 24 hours' of notice.

Legal Statute:

No content available

Entry Allowed with Notice for Maintenance and Repairs:

What This Means: Entry is allowed, but no notice is required.

Legal Statute:

No content available

Emergency Entry Allowed without Notice:

What This Means: No statute.

Legal Statute:

No content available

Entry Allowed During Tenant's Extended Absence:

What This Means: No statute.

Legal Statute:

No content available

Entry Allowed with Notice for Showing the Property:

What This Means: Entry is allowed, but no notice is required.

Legal Statute:

No content available

Notice to Tenants for Pesticide Use:

What This Means: No statute.

Legal Statute:

No content available

Lockouts Allowed:

What This Means: A landlord is not permitted to prevent a tenant from entering a leased premises except by judicial process unless the exclusion results from:

- (1) repairs, construction, or an emergency;
- (2) removing the contents of premises abandoned by a tenant; or

(3) changing the door locks on the door to the tenant's unit who is delinquent in paying at least part of the rent.

Legal Statute:

Current with legislation from the 2023 Regular and Special Sessions signed by the Governor as of November 21, 2023.

Section 92.0081 - Removal of Property and Exclusion of Residential Tenant

(a) A landlord may not remove a door, window, or attic hatchway cover or a lock, latch, hinge, hinge pin, doorknob, or other mechanism connected to a door, window, or attic hatchway cover from premises leased to a tenant or remove furniture, fixtures, or appliances furnished by the landlord from premises leased to a tenant unless the landlord removes the item for a bona fide repair or replacement. If a landlord removes any of the items listed in this subsection for a bona fide repair or replacement, the repair or replacement must be promptly performed.

(b) A landlord may not intentionally prevent a tenant from entering the leased premises except by judicial process unless the exclusion results from:

(1) bona fide repairs, construction, or an emergency;

(2) removing the contents of premises abandoned by a tenant; or

(3) changing the door locks on the door to the tenant's individual unit of a tenant who is delinquent in paying at least part of the rent.

(c) If a landlord or a landlord's agent changes the door lock of a tenant who is delinquent in paying rent, the landlord or the landlord's agent must place a written notice on the tenant's front door stating:

(1) an on-site location where the tenant may go 24 hours a day to obtain the new key or a telephone number that is answered 24 hours a day that the tenant may 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 or not the tenant pays any of the delinquent rent; and

(3) the amount of rent and other charges for which the tenant is delinquent.

(d) A landlord may not intentionally prevent a tenant from entering the leased premises under Subsection (b)(3) unless:

(1) the landlord's right to change the locks because of a tenant's failure to timely pay rent is placed in the lease;

(2) the tenant is delinquent in paying all or part of the rent; and

(3) the landlord has locally mailed not later than the fifth calendar day before the date on which the door locks are changed or hand-delivered to the tenant or posted on the inside of the main entry door of the tenant's dwelling not later than the third calendar day before the date on which the door locks are changed a written notice stating:

(A) the earliest date that the landlord proposes to change the door locks;

(B) the amount of rent the tenant must pay to prevent changing of the door locks;

(C) 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; and

(D) in underlined or bold print, the tenant's right to receive a key to the new lock at any hour, regardless of whether the tenant pays the delinquent rent.

(e) A landlord may not change the locks on the door of a tenant's dwelling under Subsection (b)(3) on a day, or on a day immediately before a day, on which the landlord or other designated individual is not available, or on which any on-site management office is not open, for the tenant to tender the delinquent rent.

(e-1) A landlord who changes the locks or otherwise prevents a tenant from entering the tenant's individual rental unit may not change the locks or otherwise prevent a tenant from entering a common area of residential rental property.

(f) A landlord who intentionally prevents a tenant from entering the tenant's dwelling under Subsection (b)(3) must provide the tenant with a key to the changed lock on the dwelling without regard to whether the tenant pays the delinquent rent.

(g) If a landlord arrives at the dwelling in a timely manner in response to a tenant's telephone call to the number contained in the notice as described by Subsection (c)(1) and the tenant is not present to receive the key to the changed lock, the landlord shall leave a notice on the front door of the dwelling stating the time the landlord arrived with the key and the street address to which the tenant may go to obtain the key during the landlord's normal office hours.

(h) If a landlord violates this section, the tenant may:

(1) either recover possession of the premises or terminate the lease; and

(2) recover from the landlord a civil penalty of one month's rent plus \$1,000, actual damages, court costs, and reasonable attorney's fees in an action to recover property damages, actual expenses, or civil penalties, less any delinquent rent or other sums for which the tenant is liable to the landlord.

(i) If a landlord violates Subsection (f), the tenant may recover, in addition to the remedies provided by Subsection (h), an additional civil penalty of one month's rent.

(j) A provision of a lease that purports to waive a right or to exempt a party from a liability or duty under this section is void.

(k) A landlord may not change the locks on the door of a tenant's dwelling under Subsection (b)(3):

(1) when the tenant or any other legal occupant is in the dwelling; or

(2) more than once during a rental payment period.

(l) This section does not affect the ability of a landlord to pursue other available remedies, including the remedies provided by Chapter 24.

Tex. Prop. Code § 92.0081

Amended By Acts 2007, 80th Leg., R.S., Ch. 917, Sec. 1, eff. 1/1/2008.

Amended By Acts 1995, 74th Leg., ch. 952, Sec. 1, 9/1/1995.

Amended by Acts 1985, 69th Leg., ch. 200, Sec. 4, eff. 8/26/1985. Renumbered from Sec. 91.002 by Acts 1987, 70th Leg., ch. 683, Sec. 2, eff. 8/31/1987. Amended as Sec. 91.002 by Acts 1987, 70th Leg., ch. 826, Sec. 1, eff. 8/31/1987. Renumbered from Sec. 91.002 and amended by Acts 1989, 71st Leg., ch. 689, Sec. 1, 3, eff. 9/1/1989. Redesignated from Property Code Sec. 92.008(b) to (f) and amended by Acts 1995, 74th Leg., ch. 869, Sec. 1, eff. 1/1/1996

Acts 1983, 68th Leg., p. 3632, ch. 576, Sec. 1, eff. 1/1/1984.

Utility Shut-offs Allowed:

What This Means: A landlord or their agent is prohibited from interrupting or causing the interruption of utility services that are paid directly by the tenant to the utility company, except when the interruption is due to legitimate repairs, construction work, or an emergency situation.

Legal Statute:

Section 92.008 - Interruption of Utilities

(a) A landlord or a landlord's agent may not interrupt or cause the interruption of utility service paid for directly to the utility company by a tenant unless the interruption results from bona fide repairs, construction, or an emergency.

(b) Except as provided by this section, a landlord may not interrupt or cause the interruption of water, wastewater, gas, or electric service furnished to a tenant by the landlord as an incident of the tenancy or by other agreement unless the interruption results from bona fide repairs, construction, or an emergency.

(c) Repealed by Acts 2009, 81st Leg., R.S., Ch. 1112, Sec. 3, eff. January 1, 2010.

(d) Repealed by Acts 2009, 81st Leg., R.S., Ch. 1112, Sec. 3, eff. January 1, 2010.

(e) Repealed by Acts 2009, 81st Leg., R.S., Ch. 1112, Sec. 3, eff. January 1, 2010.

(f) If a landlord or a landlord's agent violates this section, the tenant may:

(1) either recover possession of the premises or terminate the lease; and

(2) in addition to other remedies available under law, recover from the landlord an amount equal to the sum of the tenant's actual damages, one month's rent plus \$1,000, reasonable attorney's fees, and court costs, less any delinquent rents or other sums for which the tenant is liable to the landlord.

(g) A provision of a lease that purports to waive a right or to exempt a party from a liability or duty under this section is void.

(h) Subject to Subsections (i), (j), (k), (m), and (o), a landlord who submeters electricity or allocates or prorates nonsubmetered master metered electricity may interrupt or cause the interruption of electric service for nonpayment by the tenant of an electric bill issued to the tenant if:

(1) the landlord's right to interrupt electric service is provided by a written lease entered into by the tenant;

(2) the tenant's electric bill is not paid on or before the 12th day after the date the electric bill is issued;

(3) advance written notice of the proposed interruption is delivered to the tenant by mail or hand delivery separately from any other written content that:

(A) prominently displays the words \"electricity termination notice\" or similar language underlined or in bold;

(B) includes:

(i) the date on which the electric service will be interrupted;

(ii) a location where the tenant may go during the landlord's normal business hours to make arrangements to pay the bill to avoid interruption of electric service;

(iii) the amount that must be paid to avoid interruption of electric service;

(iv) a statement providing that when the tenant makes a payment to avoid interruption of electric service, the landlord may not apply that payment to rent or other amounts owed under the lease;

(v) a statement providing that the landlord may not evict a tenant for failure to pay an electric bill when the landlord has interrupted the tenant's electric service unless the tenant fails to pay for the electric service after the electric service has been interrupted for at least two days, not including weekends or state or federal holidays; and

(vi) a description of the tenant's rights under Subsection (j) to avoid interruption of electric service if the interruption will cause a person residing in the tenant's dwelling to become seriously ill or more seriously ill; and

(C) is delivered not earlier than the first day after the bill is past due or later than the fifth day before the interruption date stated in the notice; and

(4) the landlord, at the same time the service is interrupted, hand delivers or places on the tenant's front door a written notice that:

(A) prominently displays the words \"electricity termination notice\" or similar language underlined or in bold; and

(B) includes:

(i) the date the electric service has been interrupted;

(ii) a location where the tenant may go during the landlord's normal business hours to make arrangements to pay the bill to reestablish interrupted electric service;

(iii) the amount that must be paid to reestablish electric service;

(iv) a statement providing that when the tenant makes a payment to reestablish electric service, a landlord may not apply that payment to rent or other amounts owed under the lease;

(v) a statement providing that the landlord may not evict a tenant for failure to pay an electric bill when the landlord has interrupted the tenant's electric service unless the tenant fails to pay for the electric service after the electric service has been interrupted for at least two days, not including weekends or state or federal holidays; and

(vi) a description of the tenant's rights under Subsection (j) to avoid interruption of electric service if the interruption will cause a person residing in the tenant's dwelling to become seriously ill or more seriously ill.

(Note: The full statute text continues with subsequent subsections (i) through (r), which are omitted here for brevity, but would typically be included in a complete markdown representation.)

Electronic Notices Allowed:



<https://www.RocketRent.com>

What This Means: no

Legal Statute:

No content available

Quick Reference Guide

Key Texas Rental Law Highlights

Legal Disclaimer

This guide is provided for informational purposes only and does not constitute legal advice. Laws may change, and individual circumstances vary.

For specific legal questions or disputes, consult with a qualified attorney licensed to practice in Texas.

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Links To Statutes

- [Tex. Prop. Code § 92.104](#) – Retention of Security Deposit; Accounting
- [Tex. Prop. Code § 92.0081](#) – Lockouts: Conditions apply
- [Tex. Prop. Code § 92.0081](#) – Notice before Entry, Maintenance and Repairs: No specific notice period required
- [Tex. Prop. Code § 92.008\(o\)](#) – Utility Shut-offs: Not allowed
- [Tex. Prop. Code § 24.005](#) – Notice to Vacate Prior to Filing Eviction Suit
- [Tex. Prop. Code § 92.014.5](#) – Personal Property and Security Deposit of Deceased Tenant
- [Tex. Prop. Code § 92.103](#) – Obligation to Refund
- [Tex. Prop. Code § 92.019](#) – Late Payment of Rent; Fees
- [Tex. Prop. Code § 92.351](#) – Application Fees
- [Tex. Prop. Code § 92.1031](#) – Returned Check Fees

- [Tex. Prop. Code § 92.0561](#) – Tenant’s Repair and Deduct Remedies
- [Tex. Prop. Code § 91.006](#) – Landlord’s Duty to Mitigate Damages
- [Tex. Prop. Code § 91.001](#) – Notice for Terminating Certain Tenancies
- [Tex. Prop. Code § 94.206](#) – Termination and Eviction for Nonpayment of Rent
- [Tex. Prop. Code § 92.201](#) – Disclosure of Ownership and Management
- [Tex. Prop. Code § 92.024](#) – Landlord’s Duty to Provide Copy of Lease
- [Tex. Prop. Code § 92.016](#) – Right to Vacate and Avoid Liability Following Family Violence
- [Tex. Prop. Code § 92.052](#) – Landlord’s Duty to Repair or Remedy
- [Tex. Prop. Code § 92.331](#) – Retaliation by Landlord