

UNLAWFUL LOCKOUT

ATTENTION: _____ (LANDLORD/AGENT/MANAGER)

I, _____, am a tenant at _____

- I was not given proper written notice prior to being locked out.
- I was not given a key to the changed lock(s) within two hours of requesting it.
- A door, window, lock, latch, hinge, doorknob, furniture, fixture, or appliance furnished by the landlord was removed.
- Other: _____

If I am not given access to my rental unit or if the removed item(s) is/are not immediately reinstalled I will use the legal remedies available under §92.0081 and §92.009 of the Texas Property Code.

Signed: _____ Date: _____

Certified Mail #: _____ or

Hand-Delivery Witnessed By: _____

§ 92.0081, Texas Property Code, 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) on 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 the 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 pay the delinquent rent.
- (e) 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 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.
- (g) 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.
- (h) 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) 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 the 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.

Special Provision Applicable Only to Tax Credit Landlords

There are special protections to tenants who live at tax credits apartment complexes. Section 2306.6736 of the Government Code prohibits any landlord supported with housing tax credits from locking out or threatening to lock out any person unless the lockout is necessary to perform bona fide repairs or an emergency exists.

Section 2306.6736, Government Code

Notwithstanding any other law, a development owner of a development supported with a housing tax credit allocation may not seize or threaten to seize the personal property of any person residing in the development except by judicial process unless the resident has abandoned the premises. Each development owner shall include a conspicuous provision in the lease agreement prohibiting the owner from engaging in such practices.