

What to Do When Your Landlord Locks You Out, Including Court Form to Demand Re-Entry

These instructions do not give legal advice and are not a substitute for the advice of a lawyer.

Self-help evictions are not allowed in Texas. This means landlords must follow a legal process to remove tenants. Evictions begin with a notice, followed by a lawsuit in Justice Court, a hearing, an appeal to county court if necessary, and finally, a writ of possession (order to remove the tenant) if the tenant has not moved out. There are some situations where a landlord can change your locks, **but even so must always give you a key.**

This brochure describes your rights if your landlord changes your locks or tries to remove you, and it includes a court form (Request for Writ of Re-Entry) you can use to get back in your unit.

Note on the coronavirus (COVID-19):

The Texas Supreme Court has paused all eviction proceedings until after May 18, 2020, and the execution of writs of possession until after May 25, 2020, except for cases involving a threat of physical harm or criminal activity. (Landlords can file eviction cases, they just can't be served or heard.) In cases involving a threat of harm or criminal activity, the landlord must file a sworn complaint, and the eviction case can go forward if the court determines that the actions of the tenant, guest, or household member pose an imminent threat of (i) physical harm to the plaintiff, the plaintiff's employees, or other tenants, or (ii) criminal activity.

Some courts have ordered a longer pause for eviction cases, so you should check with your local Justice Court.

You are still obligated to pay rent and follow your lease requirements. While court delays may slow the process, you can still be evicted for not paying rent. However, your landlord still cannot illegally change your lock or remove you from your unit without going through the court process. Although many courts are not holding most hearings during this time due to the coronavirus, a Request for Writ of Re-Entry is one type of hearings that courts will likely hear.

FREQUENTLY ASKED QUESTIONS (FAQS) ABOUT LOCKOUTS:

1. Can my landlord lock me out or prevent me from entering my property?

Yes, but only in three limited situations:

- 1) You owe rent—if your lease allows it and your landlord follows very strict notice requirements (explained below), your landlord may be able to lock you out of your property, **but your landlord must always give you a key and access to your property upon request;**
- 2) Your landlord needs to do repairs or construction, or there is an emergency; or
- 3) You have abandoned the property.

2. Can my landlord lock me out for owing rent if my lease does not allow it?

No. A landlord can change locks for failure to pay rent only if the lease says they can. Also, the landlord still has to give you a key so you can get back in.

3. Can my landlord remove the doors or refrigerator from the property to get me to leave?

No. Unless the landlord removes the item for needed repairs or replacement, your landlord cannot remove: 1) a door, window, attic hatchway cover, or a lock, latch, hinge, hinge pin, doorknob, or other mechanism attached to any of them; or 2) furniture, fixtures, or appliances furnished by the landlord.

4. Does my landlord have to give me notice BEFORE changing my locks for not paying rent?

Yes. Your landlord must locally mail you a notice at least five days before changing your locks, or your landlord must hand-deliver a notice or post a notice on the inside of your front door at least three days before changing your locks.

That notice must state:

- In underlined or bold print, that you have the right to receive a key to the new lock at any hour, regardless of whether you pay the rent you owe;

The notice must also state:

- The earliest date the landlord proposes to change the locks;
- The amount of rent you must pay to stop the landlord from changing the locks; and
- 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.

5. Does my landlord have to give me notice AFTER the locks are changed?

Yes. If your landlord changes your locks for owing rent, your landlord must place a written notice on your front door stating:

- An on-site location where you can go 24 hours a day to obtain the new key or a telephone number that is answered 24 hours a day that you may call to have a key delivered within two hours after calling the number;
- the fact that the landlord must provide the new key to the tenant at any hour, regardless of whether you pay any of the delinquent rent; and
- the amount of rent and other charges for which you are delinquent.

6. So, all I have to do is ask for a key and my landlord must give it to me?

Yes. If your landlord has changed your locks for owing rent, you have the right to get back into the property just by asking. **The landlord must give you a key even if you have not paid the rent that you owe.**

7. Are there days when my landlord cannot legally change my locks if I owe rent?

Yes. Your landlord may not change your locks unless the landlord or landlord's agent is available to accept your rent the day the locks are changed and the day before.

8. If my landlord has changed my locks, can my landlord also prevent me from entering common areas in my residential property, like the pool or community area?

No. That would be a violation of the Texas Property Code.

9. Can my landlord change the locks when my family or I are inside the property?

No. If a legal occupant is in the property, the landlord may not change the locks. Also, a landlord may not change the locks for owing rent more than once during a rental pay period.

10. My landlord won't give me a key or let me into my property. What can I do?

First, you must be authorized by written or oral lease to live at the property.

If your landlord refuses to allow you entry to your property, you can request an order from a Justice Court allowing you to get back into your property. That order is called a *Writ of Re-Entry*. The sworn request for this order is called a *Request for a Writ of Re-Entry*, and you must file it with the Justice Court in the precinct where your property is located. Once you file it, you will then state the facts of the unlawful lockout under oath to the judge.

If the judge reasonably believes that your landlord unlawfully locked you out of your property, the judge can issue a *Writ of Re-Entry*, which is a piece of paper that orders you to get immediate access to your property. The *Writ of Re-Entry* is served on the landlord by a sheriff or constable, and they may use reasonable force to enforce the *Writ*. The landlord can request a hearing on the lockout within 8 days after you gain re-entry. The hearing will be held within a week after the landlord's request for a hearing. Check your mail, email, and voicemail to find out if there is a hearing so you don't miss it.

11. What about damages for my landlord failing to follow the law with regard to lockouts?

If your landlord violates the law regarding the lockout—for example, illegally locked you out, locked you out without given you any notices, or locked you out on the wrong day—you can sue your landlord for:

- a civil penalty of one month's rent plus \$1,000
- your actual damages
- your court costs; and
- reasonable attorneys' fees
- less any rent or other sums you owe.

If your landlord refuses to give you a key after locking you out, your landlord could be liable for an additional one month's rent.

12. Can my landlord evict me if my landlord illegally locked me out for owing rent?

Yes. While you may have claims against your landlord for damages as a result of an illegal lockout, you could still be evicted for nonpayment of rent.

INSTRUCTIONS FOR COMPLETING THE TENANT'S REQUEST FOR WRIT OF RE-ENTRY

TOP OF FORM:

Case Number—Leave this blank. The clerk will fill in the Case Number when you file this form.

Name of Plaintiff/Tenant(s)—Write the name of the tenant(s) listed in the lease or the name of a person who is authorized to live in the property.

Name of Defendant(s)/Landlord(s)—Write the names of the landlord(s) or the landlord's authorized agent.

Precinct/Place Number—Write in the precinct number of the justice precinct in which the Property is located. If you do not know, ask the court clerk or check the court's website.

County, Texas—Write in the name of the county in which the property is located.

BODY OF FORM:

1. *Request to Re-Enter Property*—No need to do anything. The sentence tells the court that you're filing the lawsuit because the landlord has locked you out of the property.
2. *Information about the Property*—On the first line, write in the address of the rental property where you were locked out. Under the Defendant/Landlord's Contact information, write in the address, phone number, email address, and fax number for the landlord or property manager, if you know them.
3. *Facts*—Write in the approximate date that the landlord locked you out of the rental property. Write in any additional facts you think the court should know. Attach an additional sheet of paper, as needed, but it's best to keep it short, if you can, while making sure to state all the facts you think the judge needs to know.
4. *Request for Relief: No need to do anything.* This section tells the court what you are asking the court to do.
5. *Declaration*—In this section, you are declaring under penalty of perjury that everything in the Request for Writ of Re-Entry is true and correct. You must write your name, birthdate, and address. Sign, and write the date and the county in which you signed. Print your name, and add your phone number. Include an e-mail address **only if you use one and check it at least once a day, since the court or your landlord may send you important communications this way if you provide it.**

Once you complete and sign this form, make a copy of it for your records, and file the form with the Justice Court. (You can also submit a proposed Writ of Re-Entry, included with the form. The court will complete the Writ of Re-Entry.) You can file the Request for a Writ of Re-Entry in person, and the judge will then take your statement under oath about the facts. If the judge believes there is an unlawful lockout, the judge will issue a writ of re-entry.

You can also e-file online, and a guide on how to sign up to be able to do that is available here: <https://www.txcourts.gov/media/1442179/tyla-guide-how-to-efile-documents.pdf>.

More information about e-filing documents is available at <https://www.efiletexas.gov/faqs.htm>, and also at <https://www.txcourts.gov/supreme/self-help-resources/>. If you e-file your request, you should follow up with the court to make sure they received it and set up a time to present it in person to the judge.

I would like the Court to know these additional facts, if any:

1. Request for Relief:

I request that the Court find Defendant/Landlord has unlawfully locked me out of the property and/or intentionally prevented me from entering the property and grant the following:

- a. A Writ of Re-entry under Texas Property Code Section 92.009(c) to Defendant/Landlord, that entitles me to immediate re-entry and temporary possession of the property, and a new key if necessary, pending a final hearing if Defendant/Landlord requests one;
- b. That the Writ of Re-entry be immediately served on Defendant/Landlord;
- c. That Defendant/Landlord and any agents or representatives be prohibited from interfering with my peaceful possession of the property;
- d. If Defendant/Landlord does not request a hearing on this request, I request that the Court render full and final judgment against the Defendant/Landlord;
- e. That all court costs be assessed against Defendant/Landlord; and
- f. For such other relief as I, Plaintiff/Tenant, may be lawfully entitled until such time proper notice and hearing is held before this Court.

2. Declaration:

I declare under penalty of perjury that everything in this petition is true and correct.

My name is _____, and my birthdate is ____/____/____.
Month Day Year

My address is: _____
Street City State ZIP Country

 _____ signed on ____/____/____ in _____ County.
Month/Day/Year County Name

Your Printed Name

Phone Number

E-mail address (ONLY if you use one and check it **daily**)

Cause Number:

[Empty box for Cause Number]

In the
Justice Court

Name of Plaintiff/Tenant v.

(Precinct Number)

Name of Defendant/Landlord

(County) County

(The court will complete the remainder of this order)

WRIT OF RE-ENTRY

TO THE CONSTABLE OF PRECINCT NUMBER __, in _____ COUNTY, TEXAS:

YOU ARE COMMANDED to serve this writ upon the Defendant/Landlord or his/her/its agents to ensure that Defendant/Landlord, _____, allows Plaintiff/Tenant and all other occupants to re-enter the home located at

_____ (address),

_____ (city), Texas, _____ (zip), which Defendant/Landlord has repossessed without proper authority in violation of Section 92.0081 of the Texas Property Code.

IT IS FOUND, based on the sworn evidence before the Court, that Plaintiff/Tenant is entitled, pursuant to Section 92.009 of the Texas Property Code, to the immediate and temporary possession of the premises.

THEREFORE, BY THIS WRIT, Defendant/Landlord, _____, is ORDERED to:

- a. immediately restore immediate and temporary possession of the premises to Plaintiff;
- b. give Plaintiff a key to the premises immediately upon service of this Order and remove any locks or other barriers preventing Plaintiff from freely entering the dwelling and the premises;
- c. Immediately cease any interference with Plaintiff's peaceful possession of the premises.

Defendant is notified by this writ of the right to a hearing on Plaintiff's sworn petition for ex parte writ of re-entry under Texas Property Code § 92.009. Such hearing, which must be requested before the eighth day after the date of service of this writ, will be held not earlier than the first day of such request and not later than the seventh day after such request. Defendant must comply with this order to restore possession of the premises pending the hearing.

WARNING: If Defendant or the person on whom this writ of re-entry is served fails to immediately comply with this writ, or later disobeys this writ, the failure is grounds for contempt of court against the landlord or the person on whom the writ was served under Section 21.002, Texas Government Code. If this Court finds, after considering the evidence at a show cause hearing, that the person has directly or indirectly disobeyed this writ, the Court may, pursuant to § 92.009(i) of the Texas Property Code, commit that person to jail without bail until the person purges the contempt action or omission in a manner and form as the Court may direct.

IT IS SO ORDERED.

SIGNED this _____ day of _____ 20__ at _____ AM/PM.

HONORABLE PRESIDING JUDGE

Writ of Re-Entry (Rev. 3.25.2020)