

Sec.92.0081, of the 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 pin, doorknob, or other mechanism connected to a door, window, or attic hatchway cover from the premises leased to 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 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; (3) changing the door locks 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 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 tenant is delinquent in paying all or part of the rent; and (2) 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; and (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 paid during the landlords normal business hours.
- (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 day immediately before a day, on which the landlord or there designated individual is not available, or on which any on-site management office is not open, for the tenant to tender the delinquent rent.
- (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 (C)(1) either recover possession of a premises or terminate the lease; and (2) recover from the landlord a civil penalty of one' month's rent plus 500, actual damages, court cost, 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) and 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.