



The Supreme Court of Texas

CHIEF JUSTICE
JAMES D. BLACKLOCK

201 West 14th Street Post Office Box 12248 Austin TX 78711
Telephone: 512/463-1312 Facsimile: 512/463-1365

CLERK
BLAKE A. HAWTHORNE

JUSTICES
DEBRA H. LEHRMANN
JOHN P. DEVINE
J. BRETT BUSBY
JANE N. BLAND
REBECA A. HUDDLE
EVAN A. YOUNG
JAMES P. SULLIVAN

GENERAL COUNSEL
MARTHA NEWTON

EXECUTIVE ASSISTANT
NADINE SCHNEIDER

September 26, 2025

Chief Justice Tracy E. Christopher
Chair, Supreme Court Advisory Committee
14th Court of Appeals
301 Fannin, Room 245
Houston, Texas 77002

Re: Referral of Rules Issues

Dear Chief Justice Christopher:

In addition to the items referred on June 5, 2025, and June 25, 2025, the Supreme Court asks the Committee to study and make recommendations on the following matters that arise from legislation passed by the 89th Legislature during the second special session. The Committee should be prepared to discuss these matters at the Committee's December 5, 2025 meeting.

Jury Composition. HB 16 amends Government Code § 25.0007(c) to increase the amount in controversy needed to trigger the empaneling of a 12-person jury, rather than the standard 6-person jury, in a county court at law. The Committee should study whether updates are needed to Rules of Civil Procedure 224, 225, 232, 233, and 234, and draft any recommended amendments.

Expedited Actions. Rule of Civil Procedure 169 implements Government Code §§ 22.004(h) and (h-1). HB 16 amends § 22.004(h-1) to call for rules, "[i]n addition to the rules adopted under [s]ubsection (h), . . . to promote the prompt, efficient, and cost-effective resolution of civil actions filed in county courts at law in which the amount in controversy does not exceed \$325,000 . . . balanc[ing] the need for lowering discovery costs in these actions against the complexity of and discovery needs in these actions." The Committee should draft any recommended amendments to Rule 169 and the discovery rules.

The Supreme Court also asks the Committee to study and make recommendations on the following matters.

Hallucinated Citations. The use of hallucinated AI citations in court filings continues to be problematic. The Committee should study and draft (1) amendments to Texas Rule of Civil Procedure 13 to require verification of the legal citations in each filing; (2) a comparable appellate rule; and (3) trial and appellate court rules to expressly allow sanctions for misstating legal authority.

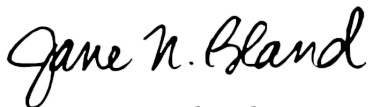
Repair and Remedy Forms. In response to SB 478, passed by the 84th Legislature, the Court established the Landlord-Tenant Forms Task Force to draft forms for use by individuals representing themselves in residential landlord-tenant matters. On June 12, 2025, the Task Force submitted a proposed kit of forms to assist tenants whose landlords have failed to repair conditions that materially affect their physical health and safety. The Committee should review and make recommendations.

Early Lease Termination Forms. In response to SB 478, passed by the 84th Legislature, the Court established the Landlord-Tenant Forms Task Force to draft forms for use by individuals representing themselves in residential landlord-tenant matters. On August 29, 2025, the Task Force submitted a proposed kit of forms to be used to assist tenants who need to terminate their leases after family violence, sexual assault, military deployment, or when a sole tenant dies. The Committee should review and make recommendations.

Security Deposit Forms. In response to SB 478, passed by the 84th Legislature, the Court established the Landlord-Tenant Forms Task Force to draft forms for use by individuals representing themselves in residential landlord-tenant matters. On September 11, 2025, the Task Force submitted a proposed kit of forms to be used to assist tenants correctly request a return of their security deposit and petition the court if it is not properly returned. The Committee should review and make recommendations.

As always, the Court is grateful for the Committee's counsel and your leadership.

Sincerely,

A handwritten signature in black ink that reads "Jane N. Bland". The signature is written in a cursive, flowing style.

Jane N. Bland
Justice

Attachments

cc: Hon. Jimmy Blacklock, Chief Justice
Hon. Evan Young, Deputy Liaison, Supreme Court Advisory Committee
Marcy Hogan Greer, Vice-Chair, Supreme Court Advisory Committee
Jackie Daumerie, Rules Attorney

AN ACT

relating to the operation and administration of and practices and procedures related to proceedings in the judicial branch of state government, including court security, court documents and arrest warrants, document delivery, juvenile boards, constitutional amendment election challenges, record retention, youth diversion, court-ordered mental health services, the powers of the Texas Supreme Court, jurors, and the special prosecution unit; increasing a criminal penalty; authorizing fees.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

ARTICLE 1. DISTRICT COURTS, DISTRICT CLERKS, AND DISTRICT ATTORNEYS

SECTION 1.01. Effective January 1, 2027, the heading to Section 24.127, Government Code, is amended to read as follows:

Sec. 24.127. 522ND [~~SECOND—25TH~~] JUDICIAL DISTRICT (~~[[COLORADO,]]~~ GONZALES AND ~~[[GUADALUPE,]]~~ ~~[[AND LAVACA]]~~ COUNTIES).

SECTION 1.02. Effective January 1, 2027, Section 24.127(a), Government Code, is amended to read as follows:

(a) The 522nd [~~Second 25th~~] Judicial District is composed of ~~[[Colorado,]]~~ Gonzales and ~~[[Guadalupe,]]~~ ~~[[and Lavaca]]~~ counties.

SECTION 1.03. Section 24.144, Government Code, is amended by adding Subsection (b-1) to read as follows:

(b-1) In Callahan County, the 42nd District Court and the county court have concurrent jurisdiction over all original and

1 appellate criminal matters over which the county court has
2 jurisdiction. Matters and proceedings in the concurrent
3 jurisdiction of the courts may be filed in or transferred between
4 the 42nd District Court and the county court. All writs and
5 processes issued and bonds and recognizances made in transferred
6 cases are returnable to the court to which the case is transferred
7 as if originally issued in that court.

8 SECTION 1.04. Section 24.360, Government Code, is amended
9 to read as follows:

10 Sec. 24.360. 173RD JUDICIAL DISTRICT (HENDERSON COUNTY).

11 (a) The 173rd Judicial District is composed of Henderson County.

12 (b) The 173rd District Court shall give preference to civil
13 and family law matters.

14 SECTION 1.05. Effective January 1, 2026, the heading to
15 Section 24.451, Government Code, is amended to read as follows:

16 Sec. 24.451. 274TH JUDICIAL DISTRICT (COMAL[~~7~~ GUADALUPE~~7~~]
17 AND HAYS COUNTIES).

18 SECTION 1.06. Effective January 1, 2026, Sections 24.451(a)
19 and (c), Government Code, are amended to read as follows:

20 (a) The 274th Judicial District is composed of Comal[~~7~~
21 ~~Guadalupe~~7] and Hays counties.

22 (c) The 274th District Court has the same jurisdiction as
23 the 22nd and the 207th district courts in Comal and Hays counties
24 [~~and concurrent jurisdiction with the 25th and Second 25th district~~
25 ~~courts in Guadalupe County~~].

26 SECTION 1.07. Section 24.537, Government Code, is amended
27 by adding Subsection (c) to read as follows:

1 (c) The 392nd District Court shall give preference to
2 criminal cases.

3 SECTION 1.08. Section 24.591(c), Government Code, is
4 amended to read as follows:

5 (c) The district clerk serves as clerk of a district court
6 in all criminal and civil matters, including family matters, except
7 the county clerk serves as clerk of a district court in Class A and
8 Class B misdemeanor cases, juvenile matters, probate matters, and
9 guardianship matters. Each clerk shall establish a separate docket
10 for a district court ~~[All civil and criminal matters within the~~
11 ~~concurrent jurisdiction of the county and district courts must be~~
12 ~~filed with the county clerk in the county court. The county clerk~~
13 ~~serves as the clerk of the district court for those matters].~~

14 SECTION 1.09. (a) Effective September 1, 2026, Subchapter
15 C, Chapter 24, Government Code, is amended by adding Section
16 24.60035 to read as follows:

17 Sec. 24.60035. 490TH JUDICIAL DISTRICT (BRAZORIA COUNTY).
18 The 490th Judicial District is composed of Brazoria County.

19 (b) The 490th Judicial District is created on September 1,
20 2026.

21 SECTION 1.10. (a) Effective September 1, 2026, Subchapter
22 C, Chapter 24, Government Code, is amended by adding Section
23 24.60037 to read as follows:

24 Sec. 24.60037. 492ND JUDICIAL DISTRICT (COLORADO AND LAVACA
25 COUNTIES). The 492nd Judicial District is composed of Colorado and
26 Lavaca counties.

27 (b) The 492nd Judicial District is created on September 1,

2026.

SECTION 1.11. Effective January 1, 2026, Section 24.60043(d), Government Code, is amended to read as follows:

(d) The district clerk serves as the clerk of a district court in all criminal and civil matters, including family matters, except the county clerk serves as the clerk of a district court in Class A and Class B misdemeanor cases, juvenile matters, probate matters, and guardianship matters. Each clerk shall establish a separate docket for a district court ~~[All civil and criminal matters within the concurrent jurisdiction of the county and district courts must be filed with the county clerk in the county court. The county clerk serves as the clerk of the district court for those matters]~~.

SECTION 1.12. (a) Subchapter C, Chapter 24, Government Code, is amended by adding Sections 24.60046 and 24.60047 to read as follows:

Sec. 24.60046. 501ST JUDICIAL DISTRICT (FORT BEND COUNTY).

(a) The 501st Judicial District is composed of Fort Bend County.

(b) The 501st District Court shall give preference to family law matters.

Sec. 24.60047. 502ND JUDICIAL DISTRICT (FORT BEND COUNTY).

The 502nd Judicial District is composed of Fort Bend County.

(b) The 501st and 502nd Judicial Districts are created on the effective date of this section.

(c) This section takes effect December 1, 2025, if this Act receives a vote of two-thirds of all the members elected to each house, as provided by Section 39, Article III, Texas Constitution.

If this Act does not receive a vote of at least two-thirds of all the members elected to each house, this section takes effect:

(1) December 1, 2025, if December 1, 2025, is on or after the 91st day after the last day of the legislative session; or

(2) the 91st day after the last day of the legislative session, if December 1, 2025, is before the 91st day after the last day of the legislative session.

SECTION 1.13. (a) Subchapter C, Chapter 24, Government Code, is amended by adding Section 24.60048 to read as follows:

Sec. 24.60048. 503RD JUDICIAL DISTRICT (ROCKWALL COUNTY). The 503rd Judicial District is composed of Rockwall County.

(b) The 503rd Judicial District is created on the effective date of this section.

(c) This section takes effect December 1, 2025, if this Act receives a vote of two-thirds of all the members elected to each house, as provided by Section 39, Article III, Texas Constitution. If this Act does not receive a vote of at least two-thirds of all the members elected to each house, this section takes effect:

(1) December 1, 2025, if December 1, 2025, is on or after the 91st day after the last day of the legislative session; or

(2) the 91st day after the last day of the legislative session, if December 1, 2025, is before the 91st day after the last day of the legislative session.

SECTION 1.14. (a) Subchapter C, Chapter 24, Government Code, is amended by adding Section 24.60049 to read as follows:

Sec. 24.60049. 504TH JUDICIAL DISTRICT (ELLIS COUNTY). The 504th Judicial District is composed of Ellis County.

(b) The 504th Judicial District is created on the effective date of this section.

(c) This section takes effect December 1, 2025, if this Act receives a vote of two-thirds of all the members elected to each house, as provided by Section 39, Article III, Texas Constitution. If this Act does not receive a vote of at least two-thirds of all the members elected to each house, this section takes effect:

(1) December 1, 2025, if December 1, 2025, is on or after the 91st day after the last day of the legislative session; or

(2) the 91st day after the last day of the legislative session, if December 1, 2025, is before the 91st day after the last day of the legislative session.

SECTION 1.15. (a) Effective September 1, 2026, Subchapter C, Chapter 24, Government Code, is amended by adding Section 24.60053 to read as follows:

Sec. 24.60053. 511TH JUDICIAL DISTRICT (COMAL COUNTY). The 511th Judicial District is composed of Comal County.

(b) The 511th Judicial District is created on September 1, 2026.

SECTION 1.16. (a) Subchapter C, Chapter 24, Government Code, is amended by adding Section 24.60054 to read as follows:

Sec. 24.60054. 512TH JUDICIAL DISTRICT (WILLIAMSON COUNTY). The 512th Judicial District is composed of Williamson County.

(b) The 512th Judicial District is created on the effective date of this section.

(c) This section takes effect December 1, 2025, if this Act

receives a vote of two-thirds of all the members elected to each house, as provided by Section 39, Article III, Texas Constitution. If this Act does not receive a vote of at least two-thirds of all the members elected to each house, this section takes effect:

- (1) December 1, 2025, if December 1, 2025, is on or after the 91st day after the last day of the legislative session; or
- (2) the 91st day after the last day of the legislative session, if December 1, 2025, is before the 91st day after the last day of the legislative session.

SECTION 1.17. (a) Effective September 1, 2026, Subchapter C, Chapter 24, Government Code, is amended by adding Sections 24.60055, 24.60056, and 24.60057 to read as follows:

Sec. 24.60055. 513TH JUDICIAL DISTRICT (HARRIS COUNTY).

(a) The 513th Judicial District is composed of Harris County.

(b) The 513th District Court shall give preference to civil cases.

Sec. 24.60056. 514TH JUDICIAL DISTRICT (HARRIS COUNTY).

(a) The 514th Judicial District is composed of Harris County.

(b) The 514th District Court shall give preference to civil cases.

Sec. 24.60057. 515TH JUDICIAL DISTRICT (HARRIS COUNTY).

(a) The 515th Judicial District is composed of Harris County.

(b) The 515th District Court shall give preference to civil cases.

(b) The 513th, 514th, and 515th Judicial Districts are created on September 1, 2026.

SECTION 1.18. (a) Effective October 1, 2026, Subchapter C,

Chapter 24, Government Code, is amended by adding Sections 24.60058 and 24.60059 to read as follows:

Sec. 24.60058. 516TH JUDICIAL DISTRICT (HARRIS COUNTY).

(a) The 516th Judicial District is composed of Harris County.

(b) The 516th District Court shall give preference to civil cases.

Sec. 24.60059. 517TH JUDICIAL DISTRICT (HARRIS COUNTY).

(a) The 517th Judicial District is composed of Harris County.

(b) The 517th District Court shall give preference to civil cases.

(b) The 516th and 517th Judicial Districts are created on October 1, 2026.

SECTION 1.19. (a) Effective September 1, 2026, Subchapter C, Chapter 24, Government Code, is amended by adding Section 24.60064 to read as follows:

Sec. 24.60064. 523RD JUDICIAL DISTRICT (MONTGOMERY COUNTY). (a) The 523rd Judicial District is composed of Montgomery County.

(b) The 523rd District Court shall give preference to criminal cases.

(b) The 523rd Judicial District is created on September 1, 2026.

SECTION 1.20. Section 24.911, Government Code, is amended by adding Subsection (a-2) to read as follows:

(a-2) Tarrant County Criminal District Court No. 2 shall give preference to criminal cases.

SECTION 1.21. Section 24.913, Government Code, is amended

by adding Subsection (e) to read as follows:

(e) Tarrant County Criminal District Court No. 4 shall give preference to criminal cases.

SECTION 1.22. Effective September 1, 2028, Section 43.101, Government Code, is amended to read as follows:

Sec. 43.101. 1ST JUDICIAL DISTRICT. The voters of [~~Sabine and~~] San Augustine County [~~counties~~] elect a district attorney for the 1st Judicial District who represents the state in the [~~that~~] district courts in that county [~~court only in those counties~~].

SECTION 1.23. (a) Effective January 1, 2029, Subchapter B, Chapter 43, Government Code, is amended by adding Section 43.1742 to read as follows:

Sec. 43.1742. 273RD JUDICIAL DISTRICT. The voters of Sabine County elect a district attorney for the 273rd Judicial District who represents the state in the district courts in that county.

(b) The office of district attorney for the 273rd Judicial District is created on September 1, 2028.

SECTION 1.24. Effective January 1, 2029, Section 43.177, Government Code, is amended to read as follows:

Sec. 43.177. 293RD JUDICIAL DISTRICT. (a) The voters of Maverick County [~~the 293rd Judicial District~~] elect a district attorney who represents the state in all cases before the [~~that~~] district court.

(b) The commissioners court of Maverick County [~~one or more of the counties comprising the district~~] may supplement the state salary of the district attorney and [~~The commissioners court of~~].

~~each county may~~] set the amount of supplemental compensation paid by that county.

(c) The district attorney of the 293rd Judicial District also represents the state in all criminal and civil matters that arise in the 365th Judicial District in Maverick County.

SECTION 1.25. (a) Effective January 1, 2029, Subchapter B, Chapter 43, Government Code, is amended by adding Section 43.1812 to read as follows:

Sec. 43.1812. 365TH JUDICIAL DISTRICT. The voters of Dimmit and Zavala Counties elect a district attorney for the 365th Judicial District who represents the state in all civil and criminal matters in the district courts having jurisdiction in those counties.

(b) The office of district attorney for the 365th Judicial District is created on January 1, 2029.

(c) The office of district attorney for the 365th Judicial District exists for purposes of the primary and general elections in 2028.

SECTION 1.26. Effective January 1, 2029, Section 46.002, Government Code, is amended to read as follows:

Sec. 46.002. PROSECUTORS SUBJECT TO CHAPTER. This chapter applies to the state prosecuting attorney, all county prosecutors, and the following state prosecutors:

(1) the district attorneys for Kenedy and Kleberg Counties and for the 1st, 2nd, 8th, 9th, 18th, 21st, 23rd, 24th, 26th, 27th, 29th, 31st, 32nd, 33rd, 34th, 35th, 36th, 38th, 39th, 42nd, 43rd, 46th, 47th, 49th, 50th, 51st, 52nd, 53rd, 63rd, 64th,

66th, 69th, 70th, 76th, 79th, 81st, 83rd, 84th, 85th, 88th, 90th,
97th, 100th, 105th, 106th, 109th, 110th, 112th, 118th, 119th,
123rd, 132nd, 142nd, 143rd, 145th, 156th, 159th, 173rd, 196th,
198th, 216th, 220th, 229th, 235th, 253rd, 258th, 259th, 266th,
268th, 271st, 273rd, 286th, 287th, 329th, 344th, 349th, 355th,
369th, 452nd, and 506th judicial districts;

(2) the criminal district attorneys for the counties
of Anderson, Austin, Bastrop, Bexar, Bowie, Brazoria, Caldwell,
Calhoun, Cass, Collin, Comal, Dallas, Deaf Smith, Denton, Eastland,
Fannin, Galveston, Grayson, Gregg, Harrison, Hays, Hidalgo,
Jasper, Jefferson, Kaufman, Kendall, Lubbock, McLennan, Madison,
Medina, Navarro, Newton, Panola, Polk, Randall, Rockwall, San
Jacinto, Smith, Tarrant, Taylor, Tyler, Upshur, Van Zandt,
Victoria, Walker, Waller, Wichita, Wood, and Yoakum; and

(3) the county attorneys performing the duties of
district attorneys in the counties of Andrews, Aransas, Burleson,
Callahan, Cameron, Castro, Colorado, Crosby, Ellis, Falls,
Fayette, Freestone, Gonzales, Guadalupe, Lamar, Lamb, Lampasas,
Lavaca, Lee, Limestone, Marion, Milam, Morris, Ochiltree, Oldham,
Orange, Rains, Red River, Robertson, Rusk, Swisher, Terry, Webb,
and Willacy.

SECTION 1.27. (a) Section [24.600](#)(b), Government Code, is
repealed.

(b) Effective January 1, 2026, the following provisions of
the Government Code are repealed:

(1) Sections [24.126](#)(b) and (d);

(2) Sections [24.127](#)(b) and (c); and

(3) Section 24.451(b).

ARTICLE 2. STATUTORY COUNTY COURTS

SECTION 2.01. Sections 22.004(b) and (h-1), Government Code, are amended to read as follows:

(b) The supreme court from time to time may promulgate a specific rule or rules of civil procedure, or an amendment or amendments to a specific rule or rules, to be effective at the time the supreme court deems expedient in the interest of a proper administration of justice. The rules and amendments to rules remain in effect unless and until disapproved by the legislature. The clerk of the supreme court shall file with the secretary of state the rules or amendments to rules promulgated by the supreme court under this subsection and shall provide ~~mail~~ a copy of those rules or amendments to rules to each registered member of the State Bar of Texas not later than the 60th day before the date on which they become effective. On receiving a written request from a member of the legislature, the secretary of state shall provide the member with electronic notifications when the supreme court has promulgated rules or amendments to rules under this section.

(h-1) In addition to the rules adopted under Subsection (h), the supreme court shall adopt rules to promote the prompt, efficient, and cost-effective resolution of civil actions filed in county courts at law in which the amount in controversy does not exceed \$325,000 ~~[\$250,000]~~. The rules shall balance the need for lowering discovery costs in these actions against the complexity of and discovery needs in these actions. The supreme court may not

1 adopt rules under this subsection that conflict with other
2 statutory law.

3 SECTION 2.02. Section 25.0003(c), Government Code, is
4 amended to read as follows:

5 (c) In addition to other jurisdiction provided by law, a
6 statutory county court exercising civil jurisdiction concurrent
7 with the constitutional jurisdiction of the county court has
8 concurrent jurisdiction with the district court in:

9 (1) civil cases in which the matter in controversy
10 exceeds \$500 but does not exceed \$325,000 [~~\$250,000~~], excluding
11 interest, statutory or punitive damages and penalties, and
12 attorney's fees and costs, as alleged on the face of the petition;
13 and

14 (2) appeals of final rulings and decisions of the
15 division of workers' compensation of the Texas Department of
16 Insurance regarding workers' compensation claims, regardless of
17 the amount in controversy.

18 SECTION 2.03. Section 25.0005(a), Government Code, is
19 amended to read as follows:

20 (a) A statutory county court judge, other than a statutory
21 county court judge who engages in the private practice of law, shall
22 be paid a total annual salary set by the commissioners court at an
23 amount that is not less than \$1,000 less than the sum of the annual
24 salary as set by the General Appropriations Act in accordance with
25 Section 659.012 paid to a district judge with comparable years of
26 service as the statutory county court judge and any state or county
27 contributions and supplements paid to a district judge in the

1 county, other than contributions received as compensation under
2 Section 74.051. A statutory county court judge's total annual
3 salary includes any state or county contributions and supplements
4 paid to the judge. For purposes of this subsection, the years of
5 service of a statutory county court judge include any years of
6 service as:

7 (1) an appellate court, district court, multicounty
8 statutory county court, or statutory probate court justice or
9 judge; ~~or~~

10 (2) a full-time district court, multicounty statutory
11 county court, or statutory probate court associate judge; or

12 (3) a district attorney, criminal district attorney,
13 or county attorney.

14 SECTION 2.04. Section 25.0007(c), Government Code, is
15 amended to read as follows:

16 (c) In a civil case pending in a statutory county court in
17 which the matter in controversy exceeds \$325,000 [~~\$250,000~~], the
18 jury shall be composed of 12 members unless all of the parties agree
19 to a jury composed of a lesser number of jurors.

20 SECTION 2.05. Section 25.00212, Government Code, is amended
21 by amending Subsection (a) and adding Subsection (a-1) to read as
22 follows:

23 (a) At the end of each state fiscal year, the comptroller
24 shall determine:

25 (1) the amounts deposited in the judicial fund under
26 Section 133.151(c)(1), Local Government Code, from ~~by~~ statutory
27 probate courts fees remitted under Section 133.151(a)(1), Local

Government Code, either:

(A) directly to the treasury by the Office of Court Administration of the Texas Judicial System for fees paid using the electronic filing system established under Section 72.031; or

(B) to the comptroller in the manner provided by Subchapter B, Chapter 133, Local Government Code, for fees paid to an officer of a court; and

(2) the sum of the amount paid under Section 25.0022(e) and the total amounts paid to the counties under Section 25.00211.

(a-1) If the comptroller determines the total amount deposited in the judicial fund by statutory probate courts in all counties as calculated under Subsection (a)(1) exceeds the sum calculated under Subsection (a)(2) [that sum], the comptroller [state] shall remit the excess proportionately to each county that contributed [deposited] a greater amount to [in] the judicial fund from fees collected by a statutory probate court than the amount the county was paid under Section 25.00211, as adjusted in an equitable manner to reflect the differences in the total amounts paid to the counties under Section 25.00211.

SECTION 2.06. Section 25.0022(f), Government Code, is amended to read as follows:

(f) Each county pays annually to the presiding judge, from fees allocated to the judicial education and support fund under [collected pursuant to] Section 135.102 [118.052(2)(A)(vi)], Local Government Code, the amount of the salary apportioned [to it] as

1 provided by this section and the other expenses authorized by this
2 section. The presiding judge shall place each county's payment of
3 salary and other expenses in an administrative fund, from which the
4 salary and other expenses are paid. The salary shall be paid in
5 equal monthly installments.

6 SECTION 2.07. Section 25.0062(b), Government Code, is
7 amended to read as follows:

8 (b) The district clerk serves as clerk of a county court at
9 law in felony cases, in family law cases and proceedings, and in
10 civil cases in which the matter in controversy exceeds \$325,000
11 [~~\$250,000~~]. The county clerk serves as clerk of a county court at
12 law in all other cases. The district clerk shall establish a
13 separate docket for a county court at law. The commissioners court
14 shall provide the deputy clerks, bailiffs, and other personnel
15 necessary to operate a county court at law.

16 SECTION 2.08. (a) Section 25.0092, Government Code, is
17 amended by amending Subsections (a) and (d) and adding Subsection
18 (c-1) to read as follows:

19 (a) In addition to the jurisdiction provided by Section
20 25.0003 and other law, and except as limited by Subsection (b), a
21 county court at law in Atascosa County has concurrent jurisdiction
22 with the district court in:

- 23 (1) Class A and Class B misdemeanor cases;
- 24 (2) family law matters;
- 25 (3) juvenile matters;
- 26 (4) probate matters; [~~and~~]
- 27 (5) appeals from the justice and municipal courts; and

1 (6) civil cases in which the matter in controversy
2 exceeds the maximum amount provided by Section 25.0003 but does not
3 exceed \$1 million, excluding interest, statutory or punitive
4 damages and penalties, and attorney's fees and costs, as alleged on
5 the face of the petition, including:

6 (A) a suit to decide the issue of title to real or
7 personal property;

8 (B) a suit for the enforcement of a lien on real
9 property;

10 (C) a suit for the trial of the right to property
11 valued at \$500 or more that has been levied on under a writ of
12 execution, sequestration, or attachment; and

13 (D) a suit for the recovery of real property.

14 (c-1) In addition to other assignments provided by law, a
15 judge of the county court at law in Atascosa County is subject to
16 assignment under Chapter 74 to any district court in Atascosa
17 County. A county court at law judge assigned to a district court
18 may hear any matter pending in the district court.

19 (d) The judge of a county court at law shall be paid as
20 provided by Section 25.0005 ~~[a total annual salary set by the~~
21 ~~commissioners court at an amount that is not less than \$1,000 less~~
22 ~~than the total annual salary received by a district judge in the~~
23 ~~county. A district judge's or statutory county court judge's total~~
24 ~~annual salary does not include contributions and supplements paid~~
25 ~~by a county]~~.

26 (b) Section 25.0092(a), Government Code, as amended by this
27 section, applies only to a case filed or proceeding commenced on or

1 after the effective date of this Act. A case filed or proceeding
2 commenced before that date is governed by the law in effect on the
3 date the case was filed or the proceeding was commenced, and the
4 former law is continued in effect for that purpose.

5 SECTION 2.09. Section 25.0212, Government Code, is amended
6 by amending Subsections (a), (b), and (f) and adding Subsections
7 (i) and (j) to read as follows:

8 (a) In addition to the jurisdiction provided by Section
9 25.0003 and other law and except as limited by Subsection (b), a
10 county court at law in Bowie County has, concurrent with the
11 district court, the jurisdiction provided by the constitution and
12 by general law for district courts, including concurrent
13 jurisdiction in:

- 14 (1) specialty court programs;
15 (2) misdemeanor cases;
16 (3) family law cases and proceedings, including
17 juvenile matters; and
18 (4) probate and guardianship matters.

19 (b) A county court at law does not have jurisdiction of:

- 20 (1) felony criminal matters;
21 (2) suits on behalf of the state to recover penalties
22 or escheated property;
23 (3) misdemeanors involving official misconduct;
24 (4) contested elections; or
25 (5) civil cases in which the matter in controversy
26 exceeds the amount provided in Section 25.0003 [~~\$200,000~~],
27 excluding interest, statutory or punitive damages and penalties,

and attorney's fees and costs, as alleged on the face of the petition.

(f) The ~~[commissioners court may authorize the judge of a county court at law to set the]~~ official court reporter of a county court at law is entitled to compensation, fees, and allowances in amounts equal to the amounts paid to the official court reporters serving the district courts in Bowie County, including an annual salary set by the judge of the county court at law and approved by the commissioners court [reporter's salary].

(i) The jury in all civil or criminal matters is composed of 12 members, except in misdemeanor criminal cases and any other case in which the court has concurrent jurisdiction with county courts under Section 25.0003(a), the jury is composed of six members.

(j) In matters of concurrent jurisdiction, a judge of a county court at law and a judge of a district court with jurisdiction in Bowie County may transfer cases between the courts in the same manner that judges of district courts may transfer cases under Section 24.003.

SECTION 2.10. (a) Section 25.1031(a), Government Code, is amended to read as follows:

(a) Harris County has the following county civil courts at law:

(1) County Civil Court at Law No. 1 of Harris County, Texas;

(2) County Civil Court at Law No. 2 of Harris County, Texas;

(3) County Civil Court at Law No. 3 of Harris County,

1 Texas; ~~and~~

2 (4) County Civil Court at Law No. 4 of Harris County,
3 Texas; and

4 (5) County Civil Court at Law No. 5 of Harris County,
5 Texas.

6 (b) The County Civil Court at Law No. 5 of Harris County is
7 created on the effective date of this Act.

8 SECTION 2.11. (a) Section 25.1101(b), Government Code, is
9 amended to read as follows:

10 (b) Hidalgo County has the following statutory probate
11 courts:

12 (1) ~~[one statutory probate court, the]~~ Probate Court
13 No. 1 of Hidalgo County; and

14 (2) Probate Court No. 2 of Hidalgo County.

15 (b) On the effective date of this section:

16 (1) Probate Court No. 2 of Hidalgo County is created;
17 and

18 (2) the Probate Court of Hidalgo County is
19 redesignated as Probate Court No. 1 of Hidalgo County.

20 (c) This section takes effect immediately if this Act
21 receives a vote of two-thirds of all the members elected to each
22 house, as provided by Section 39, Article III, Texas Constitution.
23 If this Act does not receive the vote necessary for immediate
24 effect, this section takes effect on the effective date of this Act.

25 SECTION 2.12. (a) Section 25.1102(a), Government Code, is
26 amended to read as follows:

27 (a) In addition to the jurisdiction provided by Section

25.0003 and other law, a county court at law in Hidalgo County has concurrent jurisdiction with the district court in:

(1) family law cases and proceedings; and

(2) civil cases [~~in which the matter in controversy does not exceed \$750,000, excluding interest, statutory or punitive damages and penalties, and attorney's fees and costs, as alleged on the page of the petition~~].

(b) Section 25.1102(a), Government Code, as amended by this section, applies only to an action filed in a county court at law in Hidalgo County on or after the effective date of this section. An action filed in a county court at law in Hidalgo County before the effective date of this section is governed by the law in effect on the date the action was filed, and the former law is continued in effect for that purpose.

(c) This section takes effect immediately if this Act receives a vote of two-thirds of all the members elected to each house, as provided by Section 39, Article III, Texas Constitution. If this Act does not receive the vote necessary for immediate effect, this section takes effect on the effective date of this Act.

SECTION 2.13. (a) Subchapter C, Chapter 25, Government Code, is amended by adding Section 25.1563 to read as follows:

Sec. 25.1563. MAVERICK COUNTY. Maverick County has one statutory county court, the County Court at Law of Maverick County.

(b) The County Court at Law of Maverick County is created on the effective date of this Act.

SECTION 2.14. Section 25.1902(b-1), Government Code, is amended to read as follows:

1 (b-1) In addition to the jurisdiction provided by
2 Subsections (a) and (b), the county courts at law in [~~County Court~~
3 ~~at Law No. 1 of~~] Potter County have [~~has~~] concurrent jurisdiction
4 with the district court in felony cases to conduct arraignments,
5 conduct pretrial hearings, and accept pleas in uncontested matters.

6 SECTION 2.15. Section [25.2282](#), Government Code, is amended
7 by adding Subsection (b) to read as follows:

8 (b) In addition to the jurisdiction provided by Section
9 [25.0003](#) and other law, a county court at law in Tom Green County has
10 concurrent jurisdiction with the district court in family law cases
11 and proceedings.

12 SECTION 2.16. Sections [25.2452](#)(b), (c), (d), and (e),
13 Government Code, are amended to read as follows:

14 (b) All misdemeanor cases, probate and mental health
15 matters, proceedings under the Estates Code, and appeals from
16 municipal courts of record shall be filed in the county court at
17 law. A county court at law may transfer a case or an appeal
18 described by this subsection to the county court with the consent of
19 the county judge.

20 (c) Except as provided by Section [25.0003](#) and Subsection
21 (d), a county court at law has concurrent jurisdiction with the
22 district court in:

23 (1) family law cases and proceedings under the Family
24 Code; [~~and~~]

25 (2) civil cases in which the amount in controversy
26 exceeds \$500 but does not exceed \$200,000, excluding interest,
27 exemplary damages, penalties, attorney's fees, and court costs;

1 (3) felony cases to accept guilty pleas; and

2 (4) appeals from the justice courts.

3 (d) A county court at law does not have jurisdiction of:

4 (1) a case under:

5 (A) the Alcoholic Beverage Code;

6 (B) the Election Code; or

7 (C) the Tax Code; or

8 (2) a matter over which the district court has
9 exclusive jurisdiction[~~, or~~

10 ~~[(3) a civil case, other than a case under the Family~~
11 ~~Code or the Estates Code, in which the amount in controversy is:~~

12 ~~[(A) less than the maximum amount in controversy~~
13 ~~allowed the justice court in Wichita County; or~~

14 ~~[(B) more than \$200,000, exclusive of punitive or~~
15 ~~exemplary damages, penalties, interest, costs, and attorney's~~
16 ~~fees].~~

17 (e) On the motion of any party, a county court at law may
18 transfer a civil case originally filed in a county court at law that
19 exceeds the maximum amount in controversy described by Subsection
20 (c)(2) ~~[(d)(3)(B)]~~ to the district court in Wichita County, except
21 that an announcement of ready for trial by all parties before a
22 motion to transfer the case to the district court is filed confers
23 original jurisdiction on the county court at law. A case that is
24 transferred to the district court shall be completed under the same
25 cause number and in the same manner as if the case were originally
26 filed in the district court.

27 SECTION 2.17. Section [25.2704](#)(a), Government Code, is

1 amended to read as follows:

2 (a) In addition to the jurisdiction provided by Section
3 25.0003 and other law, the 2nd Multicounty Court at Law has
4 concurrent jurisdiction with the district courts, including
5 ~~[except]~~ in civil cases in which the matter in controversy exceeds
6 the maximum amount provided by Section 25.0003(c)(1).

7 SECTION 2.18. (a) Sections 25.0212(d) and 25.1723(c),
8 Government Code, are repealed.

9 (b) Section 25.1723(c), Government Code, as repealed by
10 this section, applies only to an action filed on or after the
11 effective date of this Act. An action filed before that date is
12 governed by the law in effect immediately before that date, and that
13 law is continued in effect for that purpose.

14 SECTION 2.19. Sections 25.0003(c), 25.0007(c), and
15 25.0062(b), Government Code, as amended by this article, apply only
16 to a civil case filed in a statutory county court on or after the
17 effective date of this Act. A civil case filed in a statutory
18 county court before that date is governed by the law in effect
19 immediately before that date, and the former law is continued in
20 effect for that purpose.

21 SECTION 2.20. Section 25.00212, Government Code, as amended
22 by this article, applies to amounts deposited in the judicial fund
23 under Section 133.151(c)(1), Local Government Code, from fees
24 collected by a statutory probate court before, on, or after the
25 effective date of this Act.

26 SECTION 2.21. Section 25.2282, Government Code, as amended
27 by this article, applies only to a case filed or proceeding

1 commenced on or after the effective date of this Act. A case filed
2 or proceeding commenced before that date is governed by the law in
3 effect on the date the action was filed, and the former law is
4 continued in effect for that purpose.

5 SECTION 2.22. Section 25.2452, Government Code, as amended
6 by this article, applies only to an action filed in a county court
7 at law in Wichita County on or after the effective date of this Act.
8 An action filed in a county court at law in Wichita County before
9 that date is governed by the law in effect on the date the action was
10 filed, and the former law is continued in effect for that purpose.

11 SECTION 2.23. Section 25.2704(a), Government Code, as
12 amended by this article, applies only to a case filed or proceeding
13 commenced on or after the effective date of this Act. A case filed
14 or proceeding commenced before that date is governed by the law in
15 effect on the date the case was filed or the proceeding was
16 commenced, and the former law is continued in effect for that
17 purpose.

18 ARTICLE 3. MUNICIPAL COURT PROVISIONS

19 SECTION 3.01. Section 29.014, Government Code, is amended
20 by amending Subsections (c) and (d) and adding Subsection (e) to
21 read as follows:

22 (c) The committee shall establish the policies and
23 procedures necessary to provide adequate security to the municipal
24 courts served by the presiding or municipal judge, as applicable,
25 including by developing a court emergency management plan.

26 (d) A committee shall ~~may~~ recommend to the municipality
27 the uses of resources and expenditures of money for courthouse

1 security, but may not direct the assignment of those resources or
2 the expenditure of those funds.

3 (e) Notwithstanding Section 551.001 or 552.003, a court
4 security committee established under this section is not a
5 governmental body for the purposes of Chapter 551 or 552.

6 SECTION 3.02. Section 30.00007, Government Code, is amended
7 by amending Subsections (b) and (c) and adding Subsection (d) to
8 read as follows:

9 (b) The presiding judge shall:

10 (1) maintain a central docket for cases filed within
11 the territorial limits of the municipality over which the municipal
12 courts of record have jurisdiction;

13 (2) provide for the distribution of cases from the
14 central docket to the individual municipal judges to equalize the
15 distribution of business in the courts;

16 (3) request the jurors needed for cases that are set
17 for trial by jury;

18 (4) temporarily assign judges or substitute judges to
19 exchange benches and to act for each other in a proceeding pending
20 in a court if necessary for the expeditious disposition of business
21 in the courts;

22 (5) supervise and control the operation and clerical
23 functions of the administrative department of each court, including
24 the court's personnel, during the proceedings of the court; and

25 (6) establish a court security committee to adopt
26 security policies and procedures for the courts served by the
27 presiding judge, including by developing a court emergency

1 management plan, that is composed of:

2 (A) the presiding judge, or the presiding judge's
3 designee, who serves as presiding officer of the committee;

4 (B) a representative of the law enforcement
5 agency or other entity that provides the primary security for the
6 court;

7 (C) a representative of the municipality; and

8 (D) any other person the committee determines
9 necessary to assist the committee.

10 (c) A court security committee shall ~~[may]~~ recommend to the
11 governing body the uses of resources and expenditures of money for
12 courthouse security, but may not direct the assignment of those
13 resources or the expenditure of those funds.

14 (d) Notwithstanding Section 551.001 or 552.003, a court
15 security committee established under this section is not a
16 governmental body for the purposes of Chapter 551 or 552.

17 SECTION 3.03. Section 30.01014(d), Government Code, is
18 amended to read as follows:

19 (d) ~~[In addition to satisfying the requirements of Section~~
20 ~~30.00006(c), a municipal judge must maintain residence in the city~~
21 ~~during the tenure of office and must be a resident of the city at the~~
22 ~~time of appointment or election.]~~ The judge shall devote as much
23 time to the office as it requires.

24 SECTION 3.04. Chapter 30, Government Code, is amended by
25 adding Subchapter AAA to read as follows:

26 SUBCHAPTER AAA. CANYON

27 Sec. 30.01911. APPLICABILITY. This subchapter applies to

1 the city of Canyon.

2 Sec. 30.01912. JUDGE. A municipal judge for the city of
3 Canyon is not required to be a resident of the city.

4 SECTION 3.05. As soon as practicable after the effective
5 date of this Act, a court security committee shall develop a court
6 emergency management plan as required by Section 29.014 or
7 30.00007, Government Code, as amended by this article.

8 ARTICLE 4. VISITING JUDGES

9 SECTION 4.01. Sections 25.0022(d), (h), (k), (o), (t), (u),
10 and (w), Government Code, are amended to read as follows:

11 (d) The presiding judge shall:

12 (1) ensure the promulgation of local rules of
13 administration in accordance with policies and guidelines set by
14 the supreme court;

15 (2) advise local statutory probate court judges on
16 case flow management practices and auxiliary court services;

17 (3) perform a duty of a local administrative statutory
18 probate court judge if the local administrative judge does not
19 perform that duty;

20 (4) appoint an assistant presiding judge of the
21 statutory probate courts;

22 (5) call and preside over annual meetings of the
23 judges of the statutory probate courts at a time and place in the
24 state as designated by the presiding judge;

25 (6) call and convene other meetings of the judges of
26 the statutory probate courts as considered necessary by the
27 presiding judge to promote the orderly and efficient administration

1 of justice in the statutory probate courts;

2 (7) study available statistics reflecting the
3 condition of the dockets of the probate courts in the state to
4 determine the need for the assignment of judges under this section;

5 (8) compare local rules of court to achieve uniformity
6 of rules to the extent practical and consistent with local
7 conditions;

8 (9) assign or order the clerk who serves the statutory
9 probate courts to randomly assign a judge or former or retired judge
10 of a statutory probate court or a former or retired justice of an
11 appellate court to hear a case under Section 25.002201(a) or
12 25.00255, as applicable; and

13 (10) require the local administrative judge for
14 statutory probate courts in a county to ensure that all statutory
15 probate courts in the county comply with Chapter 37.

16 (h) Subject to Section 25.002201, a judge or a former or
17 retired judge of a statutory probate court or a former or retired
18 justice of an appellate court may be assigned by the presiding judge
19 of the statutory probate courts to hold court in a statutory probate
20 court, a county court, or any statutory court exercising probate
21 jurisdiction when:

22 (1) a statutory probate judge requests assignment of
23 another judge to the judge's court;

24 (2) a statutory probate judge is absent, disabled, or
25 disqualified for any reason;

26 (3) a statutory probate judge is present or is trying
27 cases as authorized by the constitution and laws of this state and

1 the condition of the court's docket makes it necessary to appoint an
2 additional judge;

3 (4) the office of a statutory probate judge is vacant;

4 (5) the presiding judge of an administrative judicial
5 district requests the assignment of a statutory probate judge to
6 hear a probate matter in a county court or statutory county court;

7 (6) the statutory probate judge is recused or
8 disqualified as described by Section 25.002201(a);

9 (7) a county court judge requests the assignment of a
10 statutory probate judge to hear a probate matter in the county
11 court; or

12 (8) a local administrative statutory probate court
13 judge requests the assignment of a statutory probate judge to hear a
14 matter in a statutory probate court.

15 (k) The daily compensation of a former or retired judge or
16 justice for purposes of this section is set at an amount equal to
17 the daily compensation of a judge of a statutory probate court in
18 the county in which the former or retired judge or justice is
19 assigned. A former or retired judge or justice assigned to a county
20 that does not have a statutory probate court shall be paid an amount
21 equal to the daily compensation of a judge of a statutory probate
22 court in the county where the assigned judge or justice was last
23 elected.

24 (o) The county in which the assigned judge served shall pay
25 out of the general fund of the county:

26 (1) expenses certified under Subsection (m) to the
27 assigned judge; and

1 (2) the salary certified under Subsection (m) to the
2 county in which the assigned judge serves, or, if the assigned judge
3 is a former or retired judge or justice, to the assigned judge.

4 (t) To be eligible for assignment under this section, a
5 former or retired judge of a statutory probate court or a former or
6 retired justice of an appellate court must:

7 (1) not have been removed from office;

8 (2) certify under oath to the presiding judge, on a
9 form prescribed by the state board of regional judges, that:

10 (A) the judge or justice has not been publicly
11 reprimanded or censured by the State Commission on Judicial
12 Conduct; and

13 (B) the judge or justice:

14 (i) did not resign or retire from office
15 after the State Commission on Judicial Conduct notified the judge
16 or justice of the commencement of a full investigation into an
17 allegation or appearance of misconduct or disability of the judge
18 or justice as provided in Section [33.022](#) and before the final
19 disposition of that investigation; or

20 (ii) if the judge or justice did resign from
21 office under circumstances described by Subparagraph (i), was not
22 publicly reprimanded or censured as a result of the investigation;

23 (3) annually demonstrate that the judge or justice has
24 completed in the past state fiscal year the educational
25 requirements for an active statutory probate court judge;

26 (4) have served as an active judge or justice for at
27 least 72 months in a district, statutory probate, statutory county,

1 or appellate court; and

2 (5) have developed substantial experience in the
3 judge's or justice's area of specialty.

4 (u) In addition to the eligibility requirements under
5 Subsection (t), to be eligible for assignment under this section in
6 the judge's or justice's county of residence, a former or retired
7 judge of a statutory probate court or a former or retired justice of
8 an appellate court must certify to the presiding judge a
9 willingness not to:

10 (1) appear and plead as an attorney in any court in the
11 judge's county of residence for a period of two years; and

12 (2) accept appointment as a guardian ad litem,
13 guardian of the estate of an incapacitated person, or guardian of
14 the person of an incapacitated person in any court in the judge's or
15 justice's county of residence for a period of two years.

16 (w) A former or retired judge or justice who is assigned
17 under this section is not an employee of the county in which the
18 assigned court is located.

19 SECTION 4.02. Section [25.002201](#), Government Code, is
20 amended to read as follows:

21 Sec. 25.002201. ASSIGNMENT OF JUDGE ON RECUSAL OR
22 DISQUALIFICATION. (a) Except as provided by Subsection (b), not
23 later than the 15th day after the date an order of recusal or
24 disqualification of a statutory probate court judge is issued in a
25 case, the presiding judge shall assign a statutory probate court
26 judge or a former or retired judge of a statutory probate court or a
27 former or retired justice of an appellate court to hear the case if:

1 (1) the judge of the statutory probate court recused
2 himself or herself under Section 25.00255(g)(1)(A);

3 (2) the judge of the statutory probate court
4 disqualified himself or herself under Section 25.00255(g-1);

5 (3) the order was issued under Section
6 25.00255(i-3)(1); or

7 (4) the presiding judge receives notice and a request
8 for assignment from the clerk of the statutory probate court under
9 Section 25.00255(1).

10 (b) If the judge who is the subject of an order of recusal or
11 disqualification is the presiding judge of the statutory probate
12 courts, the chief justice of the supreme court shall assign a
13 statutory probate judge, ~~or~~ a former or retired judge of a
14 statutory probate court, or a former or retired justice of an
15 appellate court to hear the case.

16 SECTION 4.03. Section 25.00255, Government Code, is amended
17 by amending Subsection (a) and adding Subsections (b) and (c) to
18 read as follows:

19 (a) Notwithstanding any conflicting provision in the Texas
20 Rules of Civil Procedure, Rules 18a and 18b, Texas Rules of Civil
21 Procedure, apply to the recusal and disqualification of a statutory
22 probate court judge except as otherwise provided by this section or
23 another provision of this subchapter. The presiding judge:

24 (1) has the authority and shall perform the functions
25 and duties of the presiding judge of the administrative judicial
26 region under the rules, including the duty to hear or rule on a
27 referred motion of recusal or disqualification or, subject to

Subdivisions (2) and (3), assign a judge to hear and rule on a referred motion of recusal or disqualification;

(2) may assign a presiding judge of the administrative judicial region to hear and rule on a referred motion of recusal or disqualification only with the consent of the presiding judge of the administrative judicial region;

(3) may not assign a judge of a statutory probate court located in the same county as the statutory probate court served by the judge who is the subject of the motion of recusal or disqualification; and

(4) if the presiding judge is the subject of the motion of recusal or disqualification, shall sign and file with the clerk an order referring the motion to the chief justice of the supreme court for assignment of a presiding judge of an administrative judicial region, a statutory probate court judge, ~~or~~ a former or retired judge of a statutory probate court, or a former or retired justice of an appellate court to hear and rule on the motion, subject to Subdivisions (2) and (3).

(b) The presiding judge may deny a motion of recusal or disqualification that does not comply with Rule 18a, Texas Rules of Civil Procedure, without a hearing. An order denying a motion under this subsection must state the manner in which the motion fails to comply with that rule.

(c) A motion of recusal or disqualification that does not comply with Rule 18a, Texas Rules of Civil Procedure, is a motion or disqualification for the purpose of determining whether a tertiary recusal motion has been filed under Section 25.00256, regardless of

whether the motion was amended after filing.

SECTION 4.04. Section 74.003(e), Government Code, is amended to read as follows:

(e) A retired justice or judge assigned as provided by this section is entitled to receive, pro rata for the time serving on assignment, from money appropriated from the general revenue fund for that purpose, an amount equal to the compensation received from state and county sources by a justice of the court of appeals to which assigned. A former justice or judge assigned as provided by this section is entitled to receive, pro rata for the time serving on assignment, from money appropriated from the general revenue fund for that purpose, an amount equal to the compensation from the state received by a justice of the court of appeals to which assigned, and from county sources, an amount equal to the compensation received from county sources by a justice of the court of appeals to which assigned. For purposes of determining the amount to be paid to a former or retired justice or judge under this subsection, the compensation received from the state by a justice of the court of appeals to which the retired justice or judge is assigned is the amount equal to the state ~~[base]~~ salary paid in accordance with Section 659.012(b) to a justice of that court of appeals with comparable years of service as the retired justice or judge on the retired justice's or judge's last day of service in judicial office ~~[as set by the General Appropriations Act in accordance with Section 659.012(a)]~~.

SECTION 4.05. Section 74.046(b), Government Code, is amended to read as follows:

(b) A presiding judge may appoint a judicial mentor or arrange for additional administrative personnel to be assigned to a court identified by the Office of Court Administration of the Texas Judicial System as needing additional assistance under Section 72.024(b-1). A former or retired judge or justice assigned as a judicial mentor under this subsection is entitled to the same salary, compensation, and expenses under Section 74.061 that the judge or justice would be entitled to if the judge or justice had been assigned under this chapter to serve as the judge of a trial court in the administrative judicial region of the court to which the judge or justice is assigned as a judicial mentor.

SECTION 4.06. Section 74.059, Government Code, is amended by adding Subsection (a-1) to read as follows:

(a-1) A judge assigned under the provisions of this chapter to a court that sits in a county located in the Texas-Mexico border region, as defined by Section 2056.002(e), may conduct a proceeding, other than a trial, or perform a judicial action from any location in this state using videoconference, teleconference, or other available electronic means if authorized by the order of assignment.

SECTION 4.07. Section 74.061, Government Code, is amended by amending Subsections (h), (i), and (k) and adding Subsection (k-1) to read as follows:

(h) Notwithstanding Subsection (c), the salary from the state of a retired judge or justice assigned to a district court is determined pro rata based on the sum of the regular judge's salary from the county plus the amount of the state ~~base~~ salary paid in

1 accordance with Section 659.012(b) to a district judge with
2 comparable years of service as the retired judge or justice on the
3 retired judge's or justice's last day of service in judicial office
4 ~~[as set by the General Appropriations Act in accordance with~~
5 ~~Section 659.012(a)]~~.

6 (i) Notwithstanding Subsection (d), the salary from the
7 state of a former judge or justice assigned to a district court is
8 determined pro rata based on the amount of the state ~~[base]~~ salary
9 paid in accordance with Section 659.012(b) to a district judge with
10 comparable years of service as the retired judge or justice on the
11 retired judge's or justice's last day of service in judicial office
12 ~~[as set by the General Appropriations Act in accordance with~~
13 ~~Section 659.012(a)]~~.

14 (k) Except as provided by Subsection (k-1) and
15 notwithstanding ~~[Notwithstanding]~~ any other provision of law, a
16 former, retired, or active judge is not entitled to compensation
17 paid by the state when the judge sits as an assigned judge for a
18 statutory county court.

19 (k-1) Notwithstanding any other provision, a former or
20 retired judge or justice assigned under this chapter to a
21 constitutional county court in a county located in the Texas-Mexico
22 border region, as defined by Section 2056.002(e), is entitled to
23 compensation from the state in an amount equal to the maximum salary
24 a district judge may receive from county and state sources under
25 Section 659.012(a) if the presiding judge of the administrative
26 judicial region in which the county lies certifies that exigent
27 circumstances require the assignment.

SECTION 4.08. This article takes effect immediately if this Act receives a vote of two-thirds of all the members elected to each house, as provided by Section 39, Article III, Texas Constitution. If this Act does not receive the vote necessary for immediate effect, this article takes effect on the effective date of this Act.

ARTICLE 5. MASTERS, MAGISTRATES, REFEREES, AND ASSOCIATE JUDGES

SECTION 5.01. Article 2A.151, Code of Criminal Procedure, as amended by S.B. 251, Acts of the 89th Legislature, Regular Session, 2025, and by H.B. 1620, Acts of the 89th Legislature, Regular Session, 2025, and effective September 1, 2025, is reenacted and amended to read as follows:

Art. 2A.151. TYPES OF MAGISTRATES. The following officers are magistrates for purposes of this code:

- (1) a justice of the supreme court;
- (2) a judge of the court of criminal appeals;
- (3) a justice of the courts of appeals;
- (4) a judge of a district court;
- (5) an associate judge appointed by:
 - (A) a judge of a district court or a statutory county court that gives preference to criminal cases in Jefferson County;
 - (B) a judge of a district court or a statutory county court of Brazos County, Nueces County, or Williamson County;
[~~or~~]
 - (C) a judge of a district court under Chapter 54A, Government Code; or
 - (D) a judge of a district court under Subchapter

B, Chapter 54B, Government Code;

(6) a criminal magistrate appointed by:

(A) the Bell County Commissioners Court;

(B) the Brazoria County Commissioners Court; or

(C) the Burnet County Commissioners Court;

(7) a criminal law hearing officer for:

(A) Harris County appointed under Subchapter L, Chapter 54, Government Code; or

(B) Cameron County appointed under Subchapter BB, Chapter 54, Government Code;

(8) a magistrate appointed:

(A) by a judge of a district court of Bexar County, Dallas County, or Tarrant County that gives preference to criminal cases;

(B) by a judge of a criminal district court of Dallas County or Tarrant County;

(C) by a judge of a district court or statutory county court of Denton or Grayson County;

(D) by a judge of a district court or statutory county court that gives preference to criminal cases in Travis County;

(E) by the El Paso Council of Judges;

(F) by the Fort Bend County Commissioners Court;

(G) by the Collin County Commissioners Court; or

(H) under Subchapter JJ, Chapter 54, Government Code;

(9) a magistrate or associate judge appointed by a

1 judge of a district court of Lubbock County, Nolan County, or Webb
2 County;

3 (10) a county judge;

4 (11) a judge of:

5 (A) a statutory county court;

6 (B) a county criminal court; or

7 (C) a statutory probate court;

8 (12) an associate judge appointed by a judge of a
9 statutory probate court under Chapter 54A, Government Code;

10 (13) a justice of the peace; and

11 (14) a mayor or recorder of a municipality or a judge
12 of a municipal court.

13 SECTION 5.02. Section 54.1601(b), Government Code, as added
14 by S.B. 251, Acts of the 89th Legislature, Regular Session, 2025,
15 is amended to read as follows:

16 (b) The commissioners court shall establish the minimum
17 qualifications, salary, benefits, and other compensation of each
18 magistrate position and shall determine whether the position is
19 full-time or part-time. Notwithstanding any other provision of
20 this chapter, to be eligible for appointment under this subchapter,
21 a person must ~~[The qualifications must require the magistrate to:~~

22 ~~[(1) have served as a justice of the peace or municipal~~
23 ~~court judge, or~~

24 ~~[(2)]~~ have been licensed to practice law in this state
25 and in good standing with the State Bar of Texas for at least two
26 years.

27 SECTION 5.03. Chapter 54B, Government Code, is amended by

adding Subchapter B to read as follows:

SUBCHAPTER B. CRIMINAL ASSOCIATE JUDGES IN COKE, CONCHO, IRION,
RUNNELS, SCHLEICHER, STERLING, AND TOM GREEN COUNTIES

Sec. 54B.031. APPOINTMENT. (a) A judge of the 51st, 119th, 340th, or 391st district court may appoint a full-time or part-time criminal associate judge to perform the duties authorized by this subchapter if the commissioners court of the county in which the court has jurisdiction has authorized the creation of an associate judge position.

(b) If a court has jurisdiction in more than one county, an associate judge appointed by that court may serve only in a county in which the commissioners court has authorized the appointment.

(c) If more than one court in a county is subject to this subchapter, the commissioners court may authorize the appointment of an associate judge for each court or may authorize one or more associate judges to share service with two or more courts.

(d) If an associate judge serves more than one court, the associate judge's appointment must be made as established by local rule, but in no event by less than a vote of two-thirds of the judges under whom the associate judge serves.

Sec. 54B.032. APPLICABILITY. Except as provided by Section 54B.033, Subchapter A, Chapter 54A applies to a criminal associate judge appointed under this subchapter.

Sec. 54B.033. PROCEEDINGS THAT MAY BE REFERRED. (a) A judge may refer to a criminal associate judge any criminal case or matter relating to a criminal case for proceedings involving:

(1) a negotiated plea of guilty or no contest and

1 sentencing before the court;

2 (2) a bond forfeiture, remittitur, and related
3 proceedings;

4 (3) a pretrial motion;

5 (4) a writ of habeas corpus;

6 (5) an examining trial;

7 (6) an occupational driver's license;

8 (7) a petition for an order of expunction under

9 Chapter 55A, Code of Criminal Procedure;

10 (8) an asset forfeiture hearing as provided by Chapter
11 59, Code of Criminal Procedure;

12 (9) a petition for an order of nondisclosure of
13 criminal history record information or an order of nondisclosure of
14 criminal history record information that does not require a
15 petition provided by Subchapter E-1, Chapter 411;

16 (10) a motion to modify or revoke community
17 supervision or to proceed with an adjudication of guilty;

18 (11) setting conditions, modifying, revoking, and
19 surrendering of bonds, including surety bonds;

20 (12) specialty court proceedings;

21 (13) a waiver of extradition; and

22 (14) any other matter the judge considers necessary
23 and proper.

24 (b) A judge may refer to a criminal associate judge a civil
25 case arising out of Chapter 59, Code of Criminal Procedure, for any
26 purpose authorized by that chapter, including issuing orders,
27 accepting agreed judgments, enforcing judgments, and presiding

1 over a case on the merits if a party has not requested a jury trial.

2 (c) A criminal associate judge may accept a plea of guilty
3 from a defendant charged with misdemeanor, felony, or both
4 misdemeanor and felony offenses.

5 (d) A criminal associate judge may select a jury. A
6 criminal associate judge may not preside over a criminal trial on
7 the merits, whether or not the trial is before a jury.

8 (e) A criminal associate judge may not hear a jury trial on
9 the merits of a bond forfeiture.

10 (f) A judge of a designated juvenile court may refer to a
11 criminal associate judge any proceeding over which a juvenile court
12 has exclusive original jurisdiction under Title 3, Family Code,
13 including any matter ancillary to the proceeding.

14 ARTICLE 6. JUVENILE BOARDS

15 SECTION 6.01. Section 152.0191(a), Human Resources Code, is
16 amended to read as follows:

17 (a) The juvenile board of Bee County is composed of the
18 county judge, ~~[and]~~ the district judges in Bee County, and the judge
19 of the 2nd Multicounty Court at Law.

20 SECTION 6.02. Section 152.0521(a), Human Resources Code, is
21 amended to read as follows:

22 (a) The Comal County Juvenile Board is composed of:

23 (1) the county judge;

24 (2) the local administrative statutory county court
25 judge [of each county court at law in the county];

26 (3) an elected judicial officer of Comal County
27 appointed by the local administrative statutory county court judge;

1 (4) the local administrative district judge [~~of the~~
2 ~~22nd District Court~~];

3 (5) two elected judicial officers of Comal County
4 appointed by the local administrative district judge [~~(4) the~~
5 ~~judge of the 207th District Court~~]; and

6 ~~[(5) the judge of the 433rd District Court,]~~

7 (6) [~~the judge of the 274th District Court, and~~

8 ~~[(7)]~~ the criminal district attorney of Comal County.

9 SECTION 6.03. Section [152.0971](#)(a), Human Resources Code, is
10 amended to read as follows:

11 (a) The juvenile board of Grayson County is composed of the
12 county judge and the district judges in Grayson County. The county
13 judge may add a judge of a county court at law to the board.

14 SECTION 6.04. Section [152.1551](#)(a), Human Resources Code, is
15 amended to read as follows:

16 (a) The juvenile board of Live Oak County is composed of the
17 county judge, ~~[and]~~ the district judges in Live Oak County, and the
18 judge of the 2nd Multicounty Court at Law.

19 SECTION 6.05. Section [152.1621](#)(a), Human Resources Code, is
20 amended to read as follows:

21 (a) The juvenile board of McMullen County is composed of the
22 county judge, ~~[and]~~ the district judges in McMullen County, and the
23 judge of the 2nd Multicounty Court at Law.

24 ARTICLE 7. COURT ADMINISTRATION

25 SECTION 7.01. Articles [45A.302](#)(b), (c), and (d), Code of
26 Criminal Procedure, are amended to read as follows:

27 (b) In issuing the order of deferral, the judge may impose a

1 special expense fee [~~fine~~] on the defendant in an amount not to
2 exceed the amount of the fine that could be imposed on the defendant
3 as punishment for the offense.

4 (c) The fee [~~fine~~] described by Subsection (b) may be
5 collected at any time before the date on which the period of
6 deferral ends. A judge who orders the collection of the fee [~~fine~~]
7 must require that the amount of the fee [~~fine~~] be credited toward
8 the payment of the amount of any fine imposed by the judge as
9 punishment for the offense.

10 (d) The judge may elect not to impose the special expense
11 fee [~~fine~~] for good cause shown by the defendant.

12 SECTION 7.02. (a) Subchapter A, Chapter 102, Code of
13 Criminal Procedure, is amended by adding Article 102.0061 to read
14 as follows:

15 Art. 102.0061. FEES IN EXPUNCTION PROCEEDINGS. (a) In
16 addition to any other fees required by other law and except as
17 provided by Subsections (c) and (d), a petitioner seeking
18 expunction of a criminal record in a district court shall pay the
19 fee charged for filing an ex parte petition in a civil action in
20 district court.

21 (b) In addition to any other fees required by other law and
22 except as provided by Subsection (c), a petitioner seeking
23 expunction of a criminal record in a justice court or a municipal
24 court of record under Chapter 55A shall pay a fee of \$100 for filing
25 an ex parte petition for expunction to defray the cost of notifying
26 state agencies of orders of expunction under that chapter.

27 (c) The fee under Subsection (a) or the fee under Subsection

(b), as applicable, shall be waived if:

(1) the petitioner seeks expunction of a criminal record that relates to an arrest for an offense of which the person was acquitted, other than an acquittal for an offense described by Article 55A.151; and

(2) the petition for expunction is filed not later than the 30th day after the date of the acquittal.

(d) The fee under Subsection (a) shall be waived if the petitioner is entitled to expunction:

(1) under Article 55A.053(a)(2)(A) after successful completion of a veterans treatment court program created under Chapter 124, Government Code, or former law; or

(2) under Article 55A.053(a)(2)(B) after successful completion of a mental health court program created under Chapter 125, Government Code, or former law.

(e) A court that grants a petition for expunction of a criminal record may order the fee, or portion of the fee, required to be paid under Subsection (a) to be returned to the petitioner.

(b) This section takes effect January 1, 2026.

SECTION 7.03. Article 102.017, Code of Criminal Procedure, is amended by adding Subsection (e-1) to read as follows:

(e-1) In administering or directing funds under Subsection (e), a commissioners court shall consider the recommendations provided by a court security committee under Section 74.0922, Government Code, and the governing body of a municipality shall consider the recommendations provided by a court security committee under Sections 29.014(d) and 30.00007(c), Government Code.

1 SECTION 7.04. (a) The heading to Section 22.110,
2 Government Code, is amended to read as follows:

3 Sec. 22.110. JUDICIAL INSTRUCTION RELATED TO FAMILY
4 VIOLENCE, SEXUAL ASSAULT, TRAFFICKING OF PERSONS, AND CHILD AND
5 ELDER ABUSE AND NEGLECT.

6 (b) Section 22.110, Government Code, is amended by amending
7 Subsections (a), (b), and (d) and adding Subsection (b-1) to read as
8 follows:

9 (a) The court of criminal appeals shall assure that judicial
10 training related to the problems of family violence, sexual
11 assault, trafficking of persons, ~~[and]~~ child abuse and neglect, and
12 elder abuse and neglect is provided.

13 (b) The court of criminal appeals shall adopt the rules
14 necessary to accomplish the purposes of this section. The rules
15 must require:

16 (1) each district judge, judge of a statutory county
17 court, associate judge appointed under Chapter 54A of this code or
18 Chapter 201, Family Code, master, referee, and magistrate within
19 the judge's first term of office or the judicial officer's first
20 four years of service to complete and provide certification of
21 completion of 12 hours of training that include at least:

22 (A) four hours dedicated to issues related to
23 trafficking of persons, ~~[and]~~ child abuse and neglect, and elder
24 abuse and neglect that cover at least two of the topics described in
25 Subsections (d)(8) through (12) and (d)(14) ~~[(d)(8)-(12)]~~;

26 (B) six hours dedicated to the training described
27 by Subsections (d)(5), (6), and (7); and

1 (C) one hour dedicated to the training described
2 by Subsection (d)(13);

3 (2) each judge and judicial officer during each
4 additional term in office or four years of service to complete and
5 provide certification of completion of an additional five hours of
6 training that include at least:

7 (A) two hours dedicated to the training described
8 by Subsections (d)(11) and (12); and

9 (B) one hour dedicated to the training described
10 by Subsection (d)(13); and

11 (3) each judge of a court with primary responsibility
12 for family law or family violence matters to complete and provide
13 certification of completion of an additional hour of training
14 described by Subsection (d)(13) every two years.

15 (b-1) The rules adopted under Subsection (b) must exempt
16 from the training requirements of this section each judge or
17 judicial officer, including an associate judge, who files an
18 affidavit stating the judge or judicial officer does not hear cases
19 involving family violence, sexual assault, trafficking of persons,
20 child abuse and neglect, or elder abuse and neglect.

21 (d) The instruction must include information about:

22 (1) statutory and case law relating to videotaping a
23 child's testimony and relating to competency of children to
24 testify;

25 (2) methods for eliminating the trauma to the child
26 caused by the court process;

27 (3) case law, statutory law, and procedural rules

1 relating to family violence, sexual assault, trafficking of
2 persons, and child abuse and neglect;

3 (4) methods for providing protection for victims of
4 family violence, sexual assault, trafficking of persons, and child
5 abuse and neglect;

6 (5) available community and state resources for
7 counseling and other aid to victims and to offenders;

8 (6) gender bias in the judicial process;

9 (7) dynamics and effects of being a victim of sexual
10 assault, trafficking of persons, or child abuse and neglect;

11 (8) dynamics of sexual abuse of children, including
12 child abuse accommodation syndrome and grooming;

13 (9) impact of substance abuse on an unborn child and on
14 a person's ability to care for a child;

15 (10) issues of attachment and bonding between children
16 and caregivers;

17 (11) issues of child development that pertain to
18 trafficking of persons and child abuse and neglect;

19 (12) medical findings regarding physical abuse,
20 sexual abuse, trafficking of persons, and child abuse and neglect;

21 [~~and~~]

22 (13) dynamics of family violence; and

23 (14) elder abuse and neglect.

24 (c) As soon as practicable after the effective date of this
25 Act, the Texas Court of Criminal Appeals shall adopt the rules
26 necessary to implement Section 22.110, Government Code, as amended
27 by this article.

1 (d) Section 22.110, Government Code, as amended by this
2 article, applies to all judges, masters, referees, and magistrates
3 elected, appointed, or holding office on or after the effective
4 date of this Act.

5 SECTION 7.05. Section 22.216(n-2), Government Code, is
6 amended to read as follows:

7 (n-2) Notwithstanding Subsection (n-1), the Court of
8 Appeals for the Fifteenth Court of Appeals District consists of a
9 chief justice and of two justices holding places numbered
10 consecutively beginning with Place 2 for the first three years
11 following the court's creation. Place 4 shall be created and the
12 initial vacancy in that place shall be filled for the fourth year
13 following the court's creation. Place 5 shall be created and the
14 initial vacancy in that place shall be filled for the fifth year
15 following the court's creation. This subsection expires September
16 1, 2029 [~~2027~~].

17 SECTION 7.06. Section 25A.003(d), Government Code, as
18 amended by H.B. 40, Acts of the 89th Legislature, Regular Session,
19 2025, and effective September 1, 2025, is amended to read as
20 follows:

21 (d) The Second Business Court Division is composed of the
22 counties composing the Second Administrative Judicial Region under
23 Section 74.042(c), excluding Montgomery County and Bastrop County,
24 subject to funding through legislative appropriations.

25 SECTION 7.07. Section 25A.003(e), Government Code, is
26 amended to read as follows:

27 (e) The Third Business Court Division is composed of the

counties composing the Third Administrative Judicial Region under Section 74.042(d) and Bastrop County.

SECTION 7.08. Section 51.303, Government Code, is amended by amending Subsections (b) and (f) and adding Subsection (d) to read as follows:

(b) The clerk of a district court shall:

(1) record the acts and proceedings of the court;

(2) enter all judgments of the court under the direction of the judge; ~~and~~

(3) record all executions issued and the returns on the executions; and

(4) accept an application for a protective order filed under Chapter 82, Family Code.

(d) Paper records must include a reference opposite each name to the minutes on which is entered the judgment in the case.

(f) A case with an electronic record must be searchable by each party's full name, the case number, and the date on which the record was made ~~[In addition to the other powers and duties of this section, a district clerk shall accept applications for protective orders under Chapter 71, Family Code].~~

SECTION 7.09. Section 51.903(d), Government Code, is amended to read as follows:

(d) The district clerk may not collect a filing fee under Section 12.005, Civil Practice and Remedies Code, for a filing ~~[a motion]~~ under this section.

SECTION 7.10. (a) Subchapter C, Chapter 71, Government Code, is amended by adding Section 71.0354 to read as follows:

1 Sec. 71.0354. PROSECUTING ATTORNEY INFORMATION. (a) In
2 this section, "prosecuting attorney" means a county attorney,
3 district attorney, or criminal district attorney representing this
4 state in criminal matters before the district or other courts of the
5 county.

6 (b) Each prosecuting attorney shall report in the form and
7 manner prescribed by the council information on:

8 (1) the categories of criminal offenses prosecuted by
9 the prosecuting attorney and the number of criminal cases in each
10 category;

11 (2) the number of personnel employed by the
12 prosecuting attorney and whether that number is sufficient to
13 support the prosecutor's caseload;

14 (3) the number of times a defendant was released as
15 provided by Article 17.151, Code of Criminal Procedure; and

16 (4) the number of electronic notices submitted by the
17 prosecuting attorney to a court as required by Article
18 17.027(a)(2), Code of Criminal Procedure.

19 (c) In prescribing the information to be submitted and form
20 and manner of submission of the information under Subsection (b),
21 the council shall consult with:

22 (1) the Texas District and County Attorneys
23 Association; and

24 (2) other interested persons.

25 (b) Not later than September 1, 2026, the Texas Judicial
26 Council shall prescribe the information, and form and manner of
27 submission, a prosecuting attorney in this state is required to

1 report under Section 71.0354, Government Code, as added by this
2 article.

3 SECTION 7.11. Section 72.015(c), Government Code, is
4 amended to read as follows:

5 (c) The judicial security division shall:

6 (1) serve as a central resource for information on
7 local and national best practices for court security and the safety
8 of court personnel;

9 (2) provide an expert opinion on the technical aspects
10 of court security; ~~and~~

11 (3) keep abreast of and provide training on recent
12 court security improvements; and

13 (4) develop a model court emergency management plan as
14 a resource for court security committees.

15 SECTION 7.12. Section 72.016, Government Code, is amended
16 to read as follows:

17 Sec. 72.016. NOTIFICATION PROCEDURE FOR JUDICIAL PRIVACY.
18 The director shall develop a procedure to regularly notify county
19 registrars, the Department of Public Safety, the Texas Ethics
20 Commission, and any other state or local government agency the
21 office determines should be notified of the judges, judges'
22 spouses, employees of the Office of Court Administration of the
23 Texas Judicial System and entities administratively attached to the
24 office, employees and commissioners of the State Commission on
25 Judicial Conduct, and related family members whose personal
26 information must be kept from public records, as provided under
27 Sections 552.117 and 572.035 of this code, Sections 13.0021 and

1 15.0215, Election Code, Section 25.025, Tax Code, and Section
2 521.121, Transportation Code.

3 SECTION 7.13. Section 72.083, Government Code, is amended
4 by adding Subsection (c) to read as follows:

5 (c) Notwithstanding Subsection (b), if the director
6 determines a performance measure listed in Subsection (b) does not
7 accurately reflect a court's performance in probate and mental
8 health matters, the director may develop an alternative performance
9 measure to assess the efficient and timely adjudication of those
10 matters and include the alternative performance measure in the
11 annual report required under Subsection (b).

12 SECTION 7.14. Section 74.024(d), Government Code, is
13 amended to read as follows:

14 (d) Any rules adopted under this section remain in effect
15 unless and until disapproved by the legislature. The clerk of the
16 supreme court shall file with the secretary of state the rules or
17 any amendments to the rules adopted by the supreme court under this
18 section and shall provide ~~[mail]~~ a copy of the rules and any
19 amendments to each registered member of the State Bar not later than
20 the 120th day before the date on which they become effective. The
21 supreme court shall allow a period of 60 days for review and comment
22 on the rules and any amendments. The clerk of the supreme court
23 shall report the rules or amendments to the rules to the next
24 regular session of the legislature by providing ~~[mailing]~~ a copy of
25 the rules or amendments to the rules to each elected member of the
26 legislature on or before December 1 immediately preceding the
27 session.

SECTION 7.15. Section 74.091, Government Code, is amended by amending Subsection (b) and adding Subsection (b-1) to read as follows:

(b) In a county with two or more district courts the judges of those courts shall elect a district judge as local administrative district judge:

- (1) for a term of ~~[not more than]~~ two years; or
- (2) if the district judge's term ends before the second anniversary of the date the district judge is elected as local administrative judge, for the remainder of the district judge's term.

(b-1) The local administrative district judge may not be elected on the basis of rotation or seniority.

SECTION 7.16. Section 74.092, Government Code, as amended by S.B. 664, Acts of the 89th Legislature, Regular Session, 2025, and effective September 1, 2025, is amended by amending Subsection (a) and adding Subsection (c) to read as follows:

(a) A local administrative judge, for the courts for which the judge serves as local administrative judge, shall:

(1) implement and execute the local rules of administration, including the assignment, docketing, transfer, and hearing of cases;

(2) appoint any special or standing committees necessary or desirable for court management and administration;

(3) promulgate local rules of administration if the other judges do not act by a majority vote;

(4) recommend to the regional presiding judge any

1 needs for assignment from outside the county to dispose of court
2 caseloads;

3 (5) supervise the expeditious movement of court
4 caseloads, subject to local, regional, and state rules of
5 administration;

6 (6) provide the supreme court and the office of court
7 administration requested statistical and management information;

8 (7) set the hours and places for holding court in the
9 county;

10 (8) supervise the employment and performance of
11 nonjudicial personnel;

12 (8-a) supervise the performance of each master,
13 magistrate, referee, associate judge, or hearing officer who was
14 appointed under Chapter 54 to serve a court for which the judge
15 serves as a local administrative judge and whose duties include
16 duties under Article 15.17, Code of Criminal Procedure;

17 (9) supervise the budget and fiscal matters of the
18 local courts, subject to local rules of administration;

19 (10) coordinate and cooperate with any other local
20 administrative judge in the district in the assignment of cases in
21 the courts' concurrent jurisdiction for the efficient operation of
22 the court system and the effective administration of justice;

23 (11) if requested by the courts the judge serves,
24 establish and maintain the lists required by Section 37.003 and
25 ensure appointments are made from the lists in accordance with
26 Section 37.004;

27 (12) perform other duties as may be directed by the

1 chief justice or a regional presiding judge; and

2 (13) establish a court security committee to adopt
3 security policies and procedures for the trial courts served by the
4 local administrative district judge, including by adopting a court
5 emergency management plan, that is composed of:

6 (A) the local administrative district judge, or
7 the judge's designee, who serves as presiding officer of the
8 committee;

9 (B) a representative of the sheriff's office;

10 (C) a representative of a constable's office;

11 (D) a representative of the county commissioners
12 court;

13 (E) ~~[(D)]~~ one judge of each type of court in the
14 county, including a justice of the peace and excluding the judge of
15 ~~[other than]~~ a municipal court or a municipal court of record;

16 (F) ~~[(F)]~~ a representative of any county
17 attorney's office, district attorney's office, or criminal district
18 attorney's office that serves in the applicable courts; and

19 (G) ~~[(F)]~~ any other person the committee
20 determines necessary to assist the committee.

21 (c) Notwithstanding Section 551.001 or 552.003, a court
22 security committee established under this section is not a
23 governmental body for the purposes of Chapter 551 or 552.

24 SECTION 7.17. Section 74.092(b), Government Code, is
25 redesignated as Section 74.0922, Government Code, and amended to
26 read as follows:

27 Sec. 74.0922. DUTIES OF COURT SECURITY COMMITTEE. ~~[(b)]~~ A

1 court security committee established under Section 74.092(a)(13)
2 shall meet at least once annually and shall develop and submit
3 recommendations [~~may recommend~~] to the county commissioners court
4 on the uses of resources and expenditures of money for courthouse
5 security, but may not direct the assignment of those resources or
6 the expenditure of those funds.

7 SECTION 7.18. Chapter 74, Government Code, is amended by
8 adding Subchapter D-1 to read as follows:

9 SUBCHAPTER D-1. COURT LEADERSHIP CONFERENCE

10 Sec. 74.0981. COURT LEADERSHIP CONFERENCE. The Office of
11 Court Administration of the Texas Judicial System shall hold an
12 annual leadership conference to provide information to presiding
13 judges of administrative regions, local administrative judges, and
14 court administrators related to:

- 15 (1) court budgets and operational funding;
16 (2) court activity statistics and case-level
17 information on the amount and character of the business transacted
18 by the state trial courts;
19 (3) the duties of a local administrative judge; and
20 (4) other matters related to court administration.

21 Sec. 74.0982. REIMBURSEMENT. The Office of Court
22 Administration of the Texas Judicial System may reimburse a
23 presiding judge of an administrative region, a local administrative
24 judge, or a court administrator for the expense of attending the
25 leadership conference described by Section 74.0981 to the extent
26 money is appropriated to the office for that purpose.

27 SECTION 7.19. Section 75.001(d), Government Code, is

1 amended to read as follows:

2 (d) A retiree who makes an election under this section shall
3 be:

4 (1) designated a senior judge; and

5 (2) considered a judge of a court of this state for the
6 purpose of appointment to a judicial branch board, commission, or
7 council.

8 SECTION 7.20. Section 121.002(c), Government Code, is
9 amended to read as follows:

10 (c) Notwithstanding any other law, a specialty court
11 program may not operate until the judge, magistrate, or
12 coordinator:

13 (1) provides to the Office of Court Administration of
14 the Texas Judicial System:

15 (A) written notice of the program;

16 (B) any resolution or other official declaration
17 under which the program was established; and

18 (C) a copy of the program policy manual,
19 participant handbook, or other adopted documentation describing
20 the operational plan of ~~[applicable strategic plan that~~
21 ~~incorporates duties related to supervision that will be required~~
22 ~~under]~~ the program; and

23 (2) receives from the office written verification of
24 the program's compliance with Subdivision (1).

25 SECTION 7.21. Section 118.011(a), Local Government Code, as
26 amended by S.B. 1547, Acts of the 89th Legislature, Regular
27 Session, 2025, is amended to read as follows:

1 (a) A county clerk shall collect the following fees for
2 services rendered to any person:

3 (1) Personal Property Records Filing (Sec. 118.012):

4 (A) for the first page \$ 5.00;

5 (B) for each additional page or part of a page on
6 which there are visible marks of any kind \$ 4.00;

7 (2) Real Property Records Filing (Sec. 118.013):

8 (A) for the first page \$ 5.00;

9 (B) for each additional page or part of a page on
10 which there are visible marks of any kind \$ 4.00;

11 (C) for all or part of each 8-1/2" X 14"
12 attachment or rider \$ 4.00;

13 (D) for each name in excess of five names that
14 has to be indexed in all records in which the document must be
15 indexed \$ 0.25;

16 (3) Certified Papers (Sec. 118.014):

17 (A) for the clerk's certificate \$ 5.00;

18 (B) printed on paper, plus a fee for each page or
19 part of a page \$ 1.00;

20 (C) that is a paper document converted to
21 electronic format, for each page or part of a page \$1;

22 (D) that is an electronic copy of an electronic
23 document:

24 (i) for each document up to 10 pages in
25 length \$1;

26 (ii) for each page or part of a page of a
27 document over 10 pages \$0.10;

- 1 (4) Noncertified Papers (Sec. 118.0145):
 - 2 (A) printed on paper, for each page or part of a
 - 3 page \$ 1.00;
 - 4 (B) that is a paper document converted to
 - 5 electronic format, for each page or part of a page \$1;
 - 6 (C) that is an electronic copy of an electronic
 - 7 document, except for real property records:
 - 8 (i) for each document up to 10 pages in
 - 9 length \$1;
 - 10 (ii) for each page or part of a page of a
 - 11 document over 10 pages \$0.10;
- 12 (5) Birth or Death Certificate (Sec. 118.015) . . same
- 13 as state registrar;
- 14 (6) Bond Approval (Sec. 118.016) \$ 5.00 [~~3.00~~];
- 15 (7) Marriage License (Sec. 118.018) \$60.00;
- 16 (8) Declaration of Informal Marriage (Sec.
- 17 118.019) \$25.00;
- 18 (9) Brand Registration (Sec. 118.020) \$ 5.00;
- 19 (10) Oath Administration (Sec. 118.021) \$ 1.00.
- 20 SECTION 7.22. Section 135.101(a), Local Government Code, is
- 21 amended to read as follows:
 - 22 (a) A person shall pay in a district court, statutory county
 - 23 court, or county court in addition to all other fees and court costs
 - 24 a local consolidated filing fee of:
 - 25 (1) \$213 on filing any civil case except a probate,
 - 26 guardianship, or mental health case; and
 - 27 (2) \$35 on any action other than an original action for

1 a case subject to Subdivision (1), including ~~[an appeal and]~~ any
2 counterclaim, cross-action, intervention, contempt action,
3 interpleader, motion for new trial, motion to reinstate, or
4 third-party action.

5 SECTION 7.23. (a) In this section:

6 (1) "Digital court recording" means the act of making
7 a verbatim record of an oral court proceeding, deposition, or
8 proceeding before a grand jury, referee, or court commissioner for
9 use in litigation in the courts of this state through the use of
10 digital technology, electronic recording equipment, or other
11 recording and transcribing technology.

12 (2) "Office" means the Office of Court Administration
13 of the Texas Judicial System.

14 (3) "Official court reporter" and "shorthand
15 reporter" have the meanings assigned by Section [154.001](#), Government
16 Code.

17 (b) The office shall conduct a study on digital court
18 recording, including:

19 (1) an evaluation of the current use of digital court
20 recording in the courts of this state, including the cost, access,
21 accuracy, and effectiveness of digital court recording;

22 (2) an analysis of the use of digital court recording
23 in other states and jurisdictions; and

24 (3) recommendations on any necessary changes to
25 statutes, rules, regulations, or standards regarding the use of
26 digital court recording in this state.

27 (c) The office shall establish a workgroup of stakeholders

1 to provide information to the office related to the study conducted
2 under this section. The workgroup must include representatives of
3 each of the following groups:

- 4 (1) judges of courts of record;
- 5 (2) organizations of shorthand reporters who serve as
6 official court reporters;
- 7 (3) organizations of shorthand reporters who
8 specialize in reporting depositions;
- 9 (4) individuals who provide digital court recording
10 services;
- 11 (5) attorneys who use shorthand reporting and digital
12 court recording services; and
- 13 (6) the public.

14 (d) Nothing in this section may be construed to limit:

- 15 (1) the methods the office may use to gather and
16 evaluate information related to the study conducted under this
17 section; or
- 18 (2) the ability of the office to employ individuals or
19 enter into contracts for assistance with conducting the study.

20 (e) Not later than October 1, 2026, the office shall submit
21 a report on the study conducted under this section to the governor,
22 lieutenant governor, speaker of the house of representatives, and
23 appropriate standing committees of the legislature.

24 (f) This section expires September 1, 2027.

25 ARTICLE 8. COPIES CERTIFIED BY CLERKS

26 SECTION 8.01. Subchapter D, Chapter 51, Government Code, is
27 amended by adding Section 51.3033 to read as follows:

1 Sec. 51.3033. CERTIFIED COPIES. A certified copy made of an
2 original document on file in a district clerk's office must
3 include:

4 (1) on each page of the copy:

5 (A) the clerk's signature or initials;

6 (B) the district court seal; or

7 (C) a unique document certification and
8 paginated page number; and

9 (2) on the final page of the copy:

10 (A) the clerk's attestation certifying that the
11 copy is a true and correct copy of the original document filed in
12 the clerk's office;

13 (B) the number of pages copied; and

14 (C) the date the copy was issued.

15 SECTION 8.02. Subchapter F, Chapter 51, Government Code, is
16 amended by adding Section 51.503 to read as follows:

17 Sec. 51.503. CERTIFIED COPIES. A certified copy made of an
18 original document on file in a joint clerk's office must include:

19 (1) on each page of the copy:

20 (A) the clerk's signature or initials;

21 (B) the applicable court's seal; or

22 (C) a unique document certification and
23 paginated page number; and

24 (2) on the final page of the copy:

25 (A) the clerk's attestation certifying that the
26 copy is a true and correct copy of the original document filed in
27 the clerk's office;

1 (B) the number of pages copied; and

2 (C) the date the copy was issued.

3 SECTION 8.03. Chapter 191, Local Government Code, is
4 amended by adding Section 191.0041 to read as follows:

5 Sec. 191.0041. CERTIFIED COPIES. A certified copy made of
6 an original document on file in a county clerk's office must
7 include:

8 (1) on each page of the copy:

9 (A) either:

10 (i) the clerk's signature or initials; or

11 (ii) a unique document certification and
12 paginated page number; and

13 (B) either:

14 (i) the commissioners court seal on a copy
15 of a document that is not a court document; or

16 (ii) the court seal on a copy of a court
17 document; and

18 (2) on the final page of the copy:

19 (A) the clerk's attestation certifying that the
20 copy is a true and correct copy of the original document filed in
21 the clerk's office;

22 (B) the number of pages copied; and

23 (C) the date the copy was issued.

24 ARTICLE 9. CIVIL, CRIMINAL, AND APPELLATE COURT PROCEDURES

25 SECTION 9.01. Section 16.073, Civil Practice and Remedies
26 Code, is amended to read as follows:

27 Sec. 16.073. APPLICABILITY OF LIMITATIONS PERIODS TO

1 ARBITRATION. A claim that is sought to be arbitrated is subject to
2 the same limitations period that would apply to the claim if the
3 claim had been brought in court. Commencing an action asserting a
4 claim by filing suit in a court of competent jurisdiction will toll
5 the applicable limitations period for arbitration of the same
6 claim. ~~[(a) A party may not assert a claim in an arbitration~~
7 ~~proceeding if the party could not bring suit for the claim in court~~
8 ~~due to the expiration of the applicable limitations period.~~

9 ~~[(b) A party may assert a claim in an arbitration proceeding~~
10 ~~after expiration of the applicable limitations period if:~~

11 ~~[(1) the party brought suit for the claim in court~~
12 ~~before the expiration of the applicable limitations period; and~~

13 ~~[(2) the parties to the claim agreed to arbitrate the~~
14 ~~claim or a court ordered the parties to arbitrate the claim.]]~~

15 SECTION 9.02. Section 30.015(a), Civil Practice and
16 Remedies Code, as amended by H.B. 40, Acts of the 89th Legislature,
17 Regular Session, 2025, and effective September 1, 2025, is amended
18 to read as follows:

19 (a) In a civil action filed in a district court, a county
20 court, a statutory county court, a statutory probate court, or the
21 business court, each party or the party's attorney must provide the
22 clerk of the court with written notice of the party's name, the
23 party's ~~[and]~~ current residence or business address, and for a
24 party who is an individual:

25 (1) the last three digits of the party's social
26 security number; or

27 (2) the last three digits of the party's Texas driver's

1 license.

2 SECTION 9.03. Section 30.015(b), Civil Practice and
3 Remedies Code, is amended to read as follows:

4 (b) Unless the party is the defendant in a tax suit, the
5 ~~[The]~~ notice required by Subsection (a) may not be required from any
6 party or party's attorney if the ~~[such]~~ party has not appeared or
7 answered in the civil action.

8 SECTION 9.04. (a) Article 17.292(n), Code of Criminal
9 Procedure, is amended to read as follows:

10 (n) On request ~~[motion, notice, and hearing, or on agreement~~
11 ~~of the parties]~~, all or part of an order for emergency protection
12 issued under this article may be modified by ~~[transferred to]~~ the
13 court that assumed ~~[assuming]~~ jurisdiction over the offense
14 ~~[criminal act]~~ giving rise to the issuance of the ~~[emergency]~~ order
15 ~~[for protection]~~. The standards under Subsection (j) are
16 applicable to a ~~[On transfer, the criminal]~~ court modifying ~~[may~~
17 ~~modify]~~ all or part of an order ~~[issued]~~ under this subsection ~~[in~~
18 ~~the same manner and under the same standards as the issuing court~~
19 ~~under Subsection (j)]~~.

20 (b) Article 17.292(n), Code of Criminal Procedure, as
21 amended by this article, applies only to a magistrate's order for
22 emergency protection entered on or after the effective date of this
23 Act. A magistrate's order for emergency protection entered before
24 the effective date of this Act is governed by the law in effect on
25 the date the order was entered, and the former law is continued in
26 effect for that purpose.

27 SECTION 9.05. (a) Articles 43.09(a) and (k), Code of

Criminal Procedure, are amended to read as follows:

(a) When a defendant is convicted of a misdemeanor and the defendant's punishment is assessed at a pecuniary fine or is confined in a jail after conviction of a felony for which a fine is imposed, if the defendant is unable to pay the fine and costs adjudged against the defendant, the defendant may for such time as will satisfy the judgment be put to work in the county jail industries program, in the workhouse, or on the county farm, or public improvements and maintenance projects of the county or a political subdivision located in whole or in part in the county, as provided in Article 43.10; or if there is no such county jail industries program, workhouse, farm, or improvements and maintenance projects, the defendant shall be confined in jail for a sufficient length of time to discharge the full amount of fine and costs adjudged against the defendant; rating such confinement at \$150 [~~\$100~~] for each day and rating such labor at \$150 [~~\$100~~] for each day; provided, however, that the defendant may pay the pecuniary fine assessed against the defendant at any time while the defendant is serving at work in the county jail industries program, in the workhouse, or on the county farm, or on the public improvements and maintenance projects of the county or a political subdivision located in whole or in part in the county, or while the defendant is serving the defendant's jail sentence, and in such instances the defendant is entitled to the credit earned under this subsection during the time that the defendant has served and the defendant shall only be required to pay the balance of the pecuniary fine assessed against the defendant. A defendant who performs

1 labor under this article during a day in which the defendant is
2 confined is entitled to both the credit for confinement and the
3 credit for labor provided by this article.

4 (k) A defendant is considered to have discharged \$150 [~~\$100~~]
5 of fines or costs for each eight hours of community service
6 performed under Subsection (f) of this article.

7 (b) Article 43.09(a), Code of Criminal Procedure, as
8 amended by this article, applies to a defendant who is confined or
9 performs labor to discharge fines or costs on or after the effective
10 date of this Act, regardless of whether the offense for which the
11 fines or costs were imposed occurred before, on, or after that date.

12 SECTION 9.06. (a) Article 45A.251(e), Code of Criminal
13 Procedure, is amended to read as follows:

14 (e) In addition to credit under Subsection (d), in imposing
15 a fine and costs in a case involving a misdemeanor punishable by
16 fine only, the justice or judge shall credit the defendant for any
17 period the defendant was confined in jail or prison while awaiting
18 trial or serving a sentence for another offense if that confinement
19 occurred after the commission of the misdemeanor. The credit under
20 this subsection shall be applied to the amount of the fine and costs
21 at the rate of not less than \$150 for each day of confinement.

22 (b) Article 45A.251(e), Code of Criminal Procedure, as
23 amended by this article, applies to a defendant who is sentenced for
24 an offense on or after the effective date of this Act, regardless of
25 whether the offense was committed before, on, or after that date.

26 SECTION 9.07. Article 45A.254(e), Code of Criminal
27 Procedure, is amended to read as follows:

(e) A defendant is considered to have discharged not less than \$150 [~~\$100~~] of fines or costs for each eight hours of community service performed under this article.

SECTION 9.08. Article 45A.459(i), Code of Criminal Procedure, is amended to read as follows:

(i) A defendant is considered to have discharged not less than \$150 [~~\$100~~] of fines or costs for each eight hours of community service performed under this article.

SECTION 9.09. Article 45A.460(i), Code of Criminal Procedure, is amended to read as follows:

(i) A defendant is considered to have discharged not less than \$150 [~~\$100~~] of fines or costs for each eight hours of community service performed under this article.

SECTION 9.10. (a) Subchapter A, Chapter 102, Code of Criminal Procedure, is amended by adding Article 102.006 to read as follows:

Art. 102.006. FEES IN EXPUNCTION PROCEEDINGS. (a) In addition to any other fees required by other law and except as provided by Subsections (b) and (b-1), a petitioner seeking expunction of a criminal record in a district court shall pay the following fees:

(1) the fee charged for filing an ex parte petition in a civil action in district court;

(2) \$1 plus postage for each certified mailing of notice of the hearing date; and

(3) \$2 plus postage for each certified mailing of certified copies of an order of expunction.

1 (a-1) In addition to any other fees required by other law
2 and except as provided by Subsection (b), a petitioner seeking
3 expunction of a criminal record in a justice court or a municipal
4 court of record under Chapter 55A shall pay a fee of \$100 for filing
5 an ex parte petition for expunction to defray the cost of notifying
6 state agencies of orders of expunction under that chapter.

7 (b) The fees under Subsection (a) or the fee under
8 Subsection (a-1), as applicable, shall be waived if the petitioner
9 seeks expunction of a criminal record that relates to an arrest for
10 an offense of which the person was acquitted, other than an
11 acquittal for an offense described by Article 55A.151, and the
12 petition for expunction is filed not later than the 30th day after
13 the date of the acquittal.

14 (b-1) The fees under Subsection (a) shall be waived if the
15 petitioner is entitled to expunction:

16 (1) under Article 55A.053(a)(2)(A) after successful
17 completion of a veterans treatment court program created under
18 Chapter 124, Government Code, or former law; or

19 (2) under Article 55A.053(a)(2)(B) after successful
20 completion of a mental health court program created under Chapter
21 125, Government Code, or former law.

22 (c) A court that grants a petition for expunction of a
23 criminal record may order that any fee, or portion of a fee,
24 required to be paid under Subsection (a) be returned to the
25 petitioner.

26 (d) This section expires January 1, 2026.

27 (b) This section takes effect immediately if this Act

1 receives a vote of two-thirds of all the members elected to each
2 house, as provided by Section 39, Article III, Texas Constitution.
3 If this Act does not receive the vote necessary for immediate
4 effect, this section takes effect on the effective date of this Act.

5 SECTION 9.11. Section 233.006(b), Election Code, is amended
6 to read as follows:

7 (b) Except as provided by Section 30.023, Civil Practice and
8 Remedies Code [233.014], the contestant must file the petition not
9 later than the later of the 30th day after the date the election
10 records are publicly available under Section 1.012 or the official
11 result of the contested election is determined.

12 SECTION 9.12. (a) Section 233.014, Election Code, is
13 transferred to Chapter 30, Civil Practice and Remedies Code,
14 redesignated as Section 30.023, Civil Practice and Remedies Code,
15 and amended to read as follows:

16 Sec. 30.023 [233.014]. SPECIAL PROCEDURES FOR CONTEST OF
17 CONSTITUTIONAL AMENDMENT ELECTION. (a) This section applies only
18 to a contest of an election on a proposed constitutional amendment.

19 (b) The contestant's petition must be filed and service of
20 citation on the secretary of state must be obtained before the final
21 official canvass is completed.

22 (c) The filing of an election contest does not suspend
23 implementation of a constitutional amendment approved by the
24 majority of the votes cast [~~The declaration of the official result~~
25 ~~of a contested election may not be made until the contest is finally~~
26 ~~determined. The secretary of state shall tabulate the county~~
27 ~~returns and the governor shall announce the final vote count, as~~

1 ~~ascertained from the returns, in a written document. The document~~
2 ~~announcing the final vote count must state that a contest of the~~
3 ~~election has been filed and that the declaration of the official~~
4 ~~result will not be made until the contest is finally determined].~~

5 (c-1) The trial court must ensure a written ruling on a
6 pretrial motion before the court is entered not later than the 30th
7 day after the date the motion is filed.

8 (d) The trial date may not be earlier than the 45th day after
9 the date of the contested election except ~~[nor later than the 180th~~
10 ~~day after the date of the contested election. The trial date may be~~
11 ~~earlier than the 45th day after the date of the contested election]~~
12 at the request of the contestant. The trial court must ensure the
13 judgment of the court is not filed later than the 180th day after
14 the date of the contested election.

15 (e) If an amended petition alleging additional grounds of
16 contest is filed, the contest may not be called for trial earlier
17 than the 20th day after the date the amended petition is filed
18 unless the secretary of state agrees to calling the contest for
19 trial at an earlier date.

20 (f) The court shall include in its judgment in a contest an
21 order directing the governor to declare the ~~[official result of the~~
22 ~~election or to declare the]~~ election valid or void, as appropriate,
23 not later than the 10th day after the date the judgment becomes
24 final.

25 (g) Any question relating to the validity or outcome of a
26 constitutional amendment election may be raised in an election
27 contest. A contest is the exclusive method for adjudicating such

1 questions.

2 (h) If a contestant files an appeal of the contest, the
3 appellate court must ensure that the action is brought to final
4 disposition not later than the 60th [~~180th~~] day after the date the
5 judgment becomes final.

6 (b) Section 233.014, Election Code, as redesignated and
7 amended by this article, applies to a contest of a constitutional
8 amendment election filed on or after the effective date of this Act.
9 A contest of a constitutional amendment election filed before that
10 date is governed by the law in effect on the date that the suit is
11 filed, and the former law is continued in effect for that purpose.

12 SECTION 9.13. Section 6.4035(e), Family Code, is amended to
13 read as follows:

14 (e) The party executing the waiver may [~~not~~] sign the waiver
15 using a digitized signature.

16 SECTION 9.14. (a) Section 22.220, Government Code, is
17 amended by adding Subsection (e) to read as follows:

18 (e) A party may not file a notice of appeal in a civil case
19 requesting assignment of the appeal to the Court of Appeals for the
20 Fifteenth Court of Appeals District unless the notice includes a
21 matter arising out of or related to the case that is within the
22 court's exclusive intermediate appellate jurisdiction.

23 (b) Section 22.220(e), Government Code, as added by this
24 article, applies only to a notice of appeal filed on or after the
25 effective date of this Act. A notice of appeal filed before that
26 date is governed by the law in effect on the date the notice was
27 filed, and the former law is continued in effect for that purpose.

SECTION 9.15. (a) Section 23.303, Government Code, as added by S.B. 293, Acts of the 89th Legislature, Regular Session, 2025, and effective September 1, 2025, is amended by amending Subsections (a) and (b) and adding Subsection (b-1) to read as follows:

(a) The business court, a district court, or a statutory county court shall, with respect to a motion for summary judgment:

(1) set the motion for a hearing by ~~[hear]~~ oral argument ~~[on the motion]~~ or by submission on a date ~~[consider the motion without oral argument]~~ not later than:

(A) the 60th ~~[45th]~~ day after the date ~~[the response to]~~ the motion was filed; or

(B) the 90th day after the date the motion was filed:

(i) if the court's docket requires a hearing on a date later than the 60th day after the date the motion was filed;

(ii) on a showing of good cause; or

(iii) if the movant consents; and

(2) file with the clerk of the court and provide to the parties a written ruling on the motion not later than the 90th day after the date the motion was heard ~~[argued]~~ or considered.

(b) The ~~[If a motion for summary judgment is considered by a court described by Subsection (a) without oral argument, the]~~ court shall record in the docket the date the motion was heard or considered ~~[without argument]~~.

(b-1) Subsections (a) and (b) do not apply to a motion for

1 summary judgment that is withdrawn.

2 (b) Section 23.303, Government Code, as amended by this
3 section, applies only to a motion for summary judgment filed on or
4 after the effective date of this Act. A motion for summary judgment
5 filed before the effective date of this Act is governed by the law
6 in effect on the date the motion was filed, and that law is
7 continued in effect for that purpose.

8 SECTION 9.16. Section 406.026, Government Code, is amended
9 to read as follows:

10 Sec. 406.026. ELECTRONIC NOTARIZATION. In a proceeding
11 filed under Title 1 or 5, Family Code, if a signature is required to
12 be notarized, acknowledged, verified, or made under oath, the
13 requirement may be satisfied if the electronic signature of the
14 person authorized to perform that act, together with all other
15 information required to be included by other applicable law, is
16 attached to or logically associated with the signature required to
17 be notarized, acknowledged, verified, or made under oath.

18 SECTION 9.17. Section 21.049, Property Code, is amended to
19 read as follows:

20 Sec. 21.049. NOTICE OF DECISION OF SPECIAL COMMISSIONERS.
21 The judge of a court hearing a proceeding under this chapter shall
22 inform the clerk of the court as to a decision by the special
23 commissioners on the day the decision is filed or on the next
24 working day after the day the decision is filed. Not later than the
25 next working day after the day the decision is filed, the clerk
26 shall send notice of the decision by a delivery method described
27 under Rule 21a, Texas Rules of Civil Procedure [~~certified or~~

1 ~~registered United States mail, return receipt requested~~], to the
2 parties in the proceeding, or to their attorneys of record, at their
3 addresses of record.

4 SECTION 9.18. Section 34.03(a), Tax Code, is amended to
5 read as follows:

6 (a) The clerk of the court shall:

7 (1) if the amount of excess proceeds is more than \$25,
8 before the 31st day after the date the excess proceeds are received
9 by the clerk, send by a delivery method described by Rule 21a, Texas
10 Rules of Civil Procedure ~~[certified mail, return receipt~~
11 ~~requested]~~, a written notice to the former owner of the property, at
12 the former owner's last known address according to the records of
13 the court or any other source reasonably available to the court,
14 that:

15 (A) states the amount of the excess proceeds;

16 (B) informs the former owner of that owner's
17 rights to claim the excess proceeds under Section 34.04; and

18 (C) includes a copy or the complete text of this
19 section and Section 34.04;

20 (2) regardless of the amount, keep the excess proceeds
21 paid into court as provided by Section 34.02(d) for a period of two
22 years after the date of the sale unless otherwise ordered by the
23 court; and

24 (3) regardless of the amount, send to the attorney
25 general notice of the deposit and amount of excess proceeds if the
26 attorney general or a state agency represented by the attorney
27 general is named as an in rem defendant in the underlying suit for

1 seizure of the property or foreclosure of a tax lien on the
2 property.

3 SECTION 9.19. Section 521.243(a), Transportation Code, is
4 amended to read as follows:

5 (a) Unless the petition is dismissed under Section
6 521.2421(f), the clerk of the court shall send electronically or by
7 a delivery method described by Rule 21a, Texas Rules of Civil
8 Procedure, [by certified mail] to the attorney representing the
9 state a copy of the petition and notice of the hearing if the
10 petitioner's license was suspended, revoked, or canceled following
11 a conviction for:

12 (1) an offense under Section 19.05 or Sections
13 49.04-49.08, Penal Code; or

14 (2) an offense to which Section 521.342 applies.

15 SECTION 9.20. The changes in law made by this article to
16 Articles 43.09(k), 45A.254(e), 45A.459(i), and 45A.460(i), Code of
17 Criminal Procedure, apply to a defendant who performs community
18 service to discharge fines or costs on or after the effective date
19 of this Act, regardless of whether the offense for which the fines
20 or costs were imposed occurred before, on, or after that date.

21 SECTION 9.21. Section 6.4035(e), Family Code, and Section
22 406.026, Government Code, as amended by this article, apply to a
23 waiver of citation executed in a suit for dissolution of a marriage
24 that is pending in a trial court on the effective date of this Act,
25 or that is filed on or after that date.

26 SECTION 9.22. (a) Notwithstanding Section 19, S.B. 1760,
27 Acts of the 89th Legislature, Regular Session, 2025, Section

1 1023.0071, Estates Code, as added by Section 5, S.B. 1760, Acts of
2 the 89th Legislature, Regular Session, 2025, takes effect January
3 1, 2026.

4 (b) This section takes effect immediately if this Act
5 receives a vote of two-thirds of all the members elected to each
6 house, as provided by Section 39, Article III, Texas Constitution.
7 If this Act does not receive the vote necessary for immediate
8 effect, this section takes effect on the effective date of this Act.

9 ARTICLE 10. YOUTH DIVERSION

10 SECTION 10.01. Article 45A.253(b), Code of Criminal
11 Procedure, as amended by H.B. 1620, Acts of the 89th Legislature,
12 Regular Session, 2025, and effective September 1, 2025, is amended
13 to read as follows:

14 (b) If a diversion is not required under Subchapter K [~~or~~
15 ~~Article 45A.251(a-1)~~], a judge shall allow a defendant who is a
16 child, as defined by Article 45A.453(a), to elect at the time of
17 conviction, as defined by Section 133.101, Local Government Code,
18 to discharge the fine and costs by:

19 (1) performing community service or receiving
20 tutoring under Article 45A.460, regardless of whether the
21 applicable offense occurred at a location specified by Subsection
22 (a) of that article; or

23 (2) paying the fine and costs in a manner described by
24 Article 45A.251(b).

25 SECTION 10.02. Article 45A.501, Code of Criminal Procedure,
26 as added by H.B. 1620, Acts of the 89th Legislature, Regular
27 Session, 2025, and effective September 1, 2025, is amended by

adding Subdivision (8-a) to read as follows:

(8-a) "Traffic offense" has the meaning assigned by Section 51.02, Family Code.

SECTION 10.03. Article 45A.504, Code of Criminal Procedure, as added by H.B. 1620, Acts of the 89th Legislature, Regular Session, 2025, and effective September 1, 2025, is amended by amending Subsection (b) and adding Subsection (b-1) to read as follows:

(b) A child is eligible to enter into a diversion agreement under this subchapter only once every 12 months ~~[365 days]~~.

(b-1) A child is eligible to enter into a diversion agreement under this subchapter for more than one offense if the offenses are alleged to have occurred as part of the same criminal episode, as defined by Section 3.01, Penal Code.

SECTION 10.04. Article 45A.510(a), Code of Criminal Procedure, as added by H.B. 1620, Acts of the 89th Legislature, Regular Session, 2025, and effective September 1, 2025, is amended to read as follows:

(a) If a charge involving a child who is eligible for diversion is filed with a court, and ~~[a justice or judge shall divert the case under this article as follows:]~~

~~[(1) if]~~ the child does not contest the charge, a justice or judge shall divert the case under this article without the child having to enter a plea~~[, or~~

~~[(2) if the child contests the charge, a justice or judge shall divert the case under this article at the conclusion of trial on a finding of guilt without entering a judgment of~~

1 ~~conviction as provided by Article 45A.251].~~

2 SECTION 10.05. Article 45A.512(a), Code of Criminal
3 Procedure, as added by H.B. 1620, Acts of the 89th Legislature,
4 Regular Session, 2025, and effective September 1, 2025, is amended
5 to read as follows:

6 (a) The clerk of a justice or municipal court may collect
7 from a child's parent an ~~[a \$50]~~ administrative fee not to exceed
8 \$50 to defray the costs of the diversion of the child's case under
9 this subchapter.

10 SECTION 10.06. Section 53.01(b-1), Family Code, is amended
11 to read as follows:

12 (b-1) The person who is conducting the preliminary
13 investigation shall, as appropriate, refer the child's case to a
14 community resource coordination group, a local-level interagency
15 staffing group, or other community juvenile service provider for
16 services under Section 53.011, if the person determines that:

17 (1) ~~[the child is younger than 12 years of age,~~
18 ~~[(2)]~~ there is probable cause to believe the child
19 engaged in delinquent conduct or conduct indicating a need for
20 supervision;

21 (2) ~~[(3)]~~ the child's case does not require referral
22 to the prosecuting attorney under Subsection (d) or (f);

23 (3) ~~[(4)]~~ the child is eligible for deferred
24 prosecution under Section 53.03; and

25 (4) ~~[(5)]~~ the child:

26 (A) is younger than 12 years of age, and the
27 child and the child's family are not currently receiving services

under Section 53.011 and would benefit from receiving the services;
or

(B) resides in a general residential operation,
as that term is defined by Section 42.002, Human Resources Code.

SECTION 10.07. Section 82.004, Family Code, is amended to
read as follows:

Sec. 82.004. FORM AND CONTENT OF APPLICATION. (a) A person
filing an application under this chapter shall use the protective
order application form created by the Office of Court
Administration of the Texas Judicial System under Section 72.039,
Government Code, that is available on the office's Internet
website, and shall include in the application:

(1) the name [~~and county of residence~~] of each
applicant;

(2) the county of residence of each applicant, unless
the applicant requests confidentiality pursuant to Section 82.011
or 85.007;

(3) the name and county of residence of each
individual alleged to have committed family violence;

(4) [~~(3)~~] the relationships between the applicants
and the individual alleged to have committed family violence;

(5) [~~(4)~~] a request for one or more protective orders;
[~~and~~]

(6) [~~(5)~~] whether an applicant is receiving services
from the Title IV-D agency in connection with a child support case
and, if known, the agency case number for each open case; and

(7) any additional information known by the applicant

1 that may assist in finding the respondent for the purposes of
2 services.

3 (b) An applicant may submit an affidavit of confidentiality
4 to the court pursuant to Section 72.039, Government Code, or
5 Section 82.011 or 85.007, Family Code, to omit confidential
6 information from the application and any subsequent protective
7 order. An affidavit of confidentiality is only for the court's use
8 and shall not be transmitted to the respondent.

9 (c) A party's failure to use the standardized protective
10 order form as required under Subsection (a) does not affect the
11 validity or enforceability of the application or any subsequent
12 protective order issued.

13 SECTION 10.08. Section 42.0426(b), Human Resources Code, is
14 amended to read as follows:

15 (b) A residential child-care facility shall implement a
16 behavior intervention program approved by the department for the
17 benefit of a child served by the facility who needs assistance in
18 managing the child's conduct. The program must include:

19 (1) behavior intervention instruction for staff
20 members who work directly with children served by the facility,
21 including crisis response training for emergency behavior
22 intervention with a goal of limiting law enforcement involvement;
23 and

24 (2) training for all employees regarding the risks
25 associated with the use of prone restraints.

26 SECTION 10.09. Section 152.00145, Human Resources Code, is
27 amended to read as follows:

1 Sec. 152.00145. DIVERSION AND DETENTION POLICY FOR CERTAIN
2 JUVENILES. (a) In this section, "general residential operation"
3 has the meaning assigned by Section 42.002.

4 (b) A juvenile board shall establish policies that
5 prioritize:

6 (1) the diversion from referral to a prosecuting
7 attorney under Chapter 53, Family Code, of children who are:

8 (A) younger than 12 years of age [~~from referral~~
9 ~~to a prosecuting attorney under Chapter 53, Family Code~~]; or

10 (B) residing in a general residential operation,
11 particularly children alleged to have engaged in conduct
12 constituting a misdemeanor involving violence to a person; and

13 (2) the limitation of detention, to circumstances of
14 last resort, of children who are:

15 (A) younger than 12 years of age; or

16 (B) residing in a general residential operation
17 [~~to circumstances of last resort~~].

18 (c) To monitor the success of policies implemented under
19 Subsection (b) for children who reside in general residential
20 operations, a juvenile board shall track:

21 (1) the number of children referred to the board who
22 reside in a general residential operation;

23 (2) the number of children described by Subdivision
24 (1) who receive deferred prosecution or are referred to the
25 juvenile probation department; and

26 (3) the general residential operation where a child
27 described by Subdivision (1) resides.

1 SECTION 10.10. Article 45A.251(a-1), Code of Criminal
2 Procedure, as added by H.B. 1620, Acts of the 89th Legislature,
3 Regular Session, 2025, and effective September 1, 2025, is
4 repealed.

5 SECTION 10.11. Section 53.01(b-1), Family Code, as amended
6 by this article, applies only to conduct that occurs on or after the
7 effective date of this Act. Conduct that occurs before that date is
8 governed by the law in effect on the date the conduct occurred, and
9 the former law is continued in effect for that purpose. For the
10 purposes of this section, conduct occurred before the effective
11 date of this Act if any element of the conduct occurred before that
12 date.

13 ARTICLE 11A. COURT-ORDERED MENTAL HEALTH SERVICES

14 SECTION 11A.01. The following SECTIONS of S.B. 1164, Acts
15 of the 89th Legislature, Regular Session, 2025, as effective
16 September 1, 2025, are repealed:

17 (1) SECTION 8, which amends Sections 574.011(a) and
18 (b), Health and Safety Code;

19 (2) SECTION 9, which amends Sections 574.034(a) and
20 (d), Health and Safety Code; and

21 (3) SECTION 10, which amends Sections 574.035(a) and
22 (e), Health and Safety Code.

23 SECTION 11A.02. (a) This article takes effect only if the
24 2nd Called Session of the 89th Legislature, 2025, ends before
25 September 1, 2025. If the 2nd Called Session of the 89th
26 Legislature, 2025, ends on or after September 1, 2025, this article
27 has no effect.

(b) Subject to Subsection (a) of this section, this article takes effect immediately if it receives a vote of two-thirds of all the members elected to each house, as provided by Section 39, Article III, Texas Constitution. If this article does not receive the vote necessary for immediate effect, this article has no effect.

ARTICLE 11B. COURT-ORDERED MENTAL HEALTH SERVICES

SECTION 11B.01. Sections 574.011(a) and (b), Health and Safety Code, as amended by S.B. 1164, Acts of the 89th Legislature, Regular Session, 2025, and effective September 1, 2025, are amended to read as follows:

(a) A certificate of medical examination for mental illness must be sworn to, dated, and signed by the examining physician. The certificate must include:

- (1) the name and address of the examining physician;
- (2) the name and address of the person examined;
- (3) the date and place of the examination;
- (4) a brief diagnosis of the examined person's physical and mental condition;
- (5) the period, if any, during which the examined person has been under the care of the examining physician;
- (6) an accurate description of the mental health treatment, if any, given by or administered under the direction of the examining physician; and
- (7) the examining physician's opinion that:
 - (A) the examined person is a person with mental illness; and

1 (B) as a result of that illness the examined
2 person is[+]

3 [~~(i)~~] likely to cause serious harm to the
4 person or to others or is:

5 (i) [+
6 [~~(ii)~~] suffering severe and abnormal
7 mental, emotional, or physical distress;

8 (ii) [~~(iii)~~] experiencing substantial
9 mental or physical deterioration of the proposed patient's ability
10 to function independently, which is exhibited by the proposed
11 patient's inability, except for reasons of indigence, to provide
12 for the proposed patient's basic needs, including food, clothing,
13 health, or safety; and

14 (iii) [~~(iv)~~] not able to make a rational
15 and informed decision as to whether to submit to treatment[~~, or~~

16 [~~(v)~~ ~~evidencing an inability to recognize~~
17 ~~symptoms or appreciate the risks and benefits of treatment, and~~

18 [~~(B)~~ ~~in the absence of inpatient mental health~~
19 ~~treatment, the examined person is likely to suffer serious risk of~~
20 ~~harm or to inflict serious harm on another person]~~.

21 (b) The examining physician must specify in the certificate
22 which criterion listed in Subsection (a)(7)(B) [~~(a)(7)~~] forms the
23 basis for the physician's opinion.

24 SECTION 11B.02. Sections **574.034**(a) and (d), Health and
25 Safety Code, as amended by S.B. 1164, Acts of the 89th Legislature,
26 Regular Session, 2025, and effective September 1, 2025, are amended
27 to read as follows:

1 (a) The judge may order a proposed patient to receive
2 court-ordered temporary inpatient mental health services only if
3 the judge or jury finds, from clear and convincing evidence, that:

4 (1) the proposed patient is a person with mental
5 illness; and

6 (2) as a result of that mental illness the proposed
7 patient:

8 (A) is likely to cause serious harm to the
9 proposed patient;

10 (B) is likely to cause serious harm to others; or

11 (C) is:

12 (i) suffering severe and abnormal mental,
13 emotional, or physical distress;

14 (ii) experiencing substantial mental or
15 physical deterioration of the proposed patient's ability to
16 function independently, which is exhibited by the proposed
17 patient's inability, except for reasons of indigence, to provide
18 for the proposed patient's basic needs, including food, clothing,
19 health, or safety; and

20 (iii) unable to make a rational and
21 informed decision as to whether or not to submit to treatment[~~, or~~

22 [~~(iv) evidencing an inability to recognize~~
23 ~~symptoms or to appreciate the risks and benefits of treatment, and~~

24 [~~(D) in the absence of court-ordered temporary~~
25 ~~inpatient mental health services, is likely to suffer serious risk~~
26 ~~of harm or to inflict serious harm on another person]~~.

27 (d) To be clear and convincing under Subsection (a), the

evidence must include expert testimony and, unless waived, evidence of a recent overt act or a continuing pattern of behavior that tends to confirm:

(1) the likelihood of serious harm to the proposed patient or others; or

(2) and the proposed patient's distress and the deterioration of the proposed patient's ability to function[~~or~~

~~[(2) the proposed patient's inability to recognize symptoms or appreciate the risks and benefits of treatment].~~

SECTION 11B.03. Sections [574.035](#)(a) and (e), Health and Safety Code, as amended by S.B. 1164, Acts of the 89th Legislature, Regular Session, 2025, and effective September 1, 2025, are amended to read as follows:

(a) The judge may order a proposed patient to receive court-ordered extended inpatient mental health services only if the jury, or the judge if the right to a jury is waived, finds, from clear and convincing evidence, that:

(1) the proposed patient is a person with mental illness;

(2) as a result of that mental illness the proposed patient:

(A) is likely to cause serious harm to the proposed patient;

(B) is likely to cause serious harm to others; or

(C) is:

(i) suffering severe and abnormal mental, emotional, or physical distress;

1 (ii) experiencing substantial mental or
2 physical deterioration of the proposed patient's ability to
3 function independently, which is exhibited by the proposed
4 patient's inability, except for reasons of indigence, to provide
5 for the proposed patient's basic needs, including food, clothing,
6 health, or safety; and

7 (iii) unable to make a rational and
8 informed decision as to whether or not to submit to treatment; ~~or~~

9 ~~[(iv) evidencing an inability to recognize~~
10 ~~symptoms or appreciate the risks and benefits of treatment; and~~

11 ~~[(D) in the absence of court-ordered extended~~
12 ~~inpatient mental health services, is likely to suffer serious risk~~
13 ~~of harm or to inflict serious harm on another person;]~~

14 (3) the proposed patient's condition is expected to
15 continue for more than 90 days; and

16 (4) the proposed patient has received court-ordered
17 inpatient mental health services under this subtitle or under
18 Chapter 46B, Code of Criminal Procedure, for at least 60
19 consecutive days during the preceding 12 months.

20 (e) To be clear and convincing under Subsection (a), the
21 evidence must include expert testimony and evidence of a recent
22 overt act or a continuing pattern of behavior that tends to confirm:

23 (1) the likelihood of serious harm to the proposed
24 patient or others; or

25 (2) ~~and~~ the proposed patient's distress and the
26 deterioration of the proposed patient's ability to function~~[-or~~

27 ~~[(2) the proposed patient's inability to recognize~~

1 ~~symptoms or appreciate the risks and benefits of treatment]~~.

2 SECTION 11B.04. Chapter 574, Health and Safety Code, as
3 amended by this article, applies only to an application or
4 proceeding for court-ordered mental health services submitted or
5 that occurs on or after the effective date of this Act, regardless
6 of when an offense with which the defendant is charged was
7 committed.

8 SECTION 11B.05. (a) This article takes effect only if
9 Article 11A of this Act does not become law. If Article 11A of this
10 Act becomes law, this article has no effect.

11 (b) Subject to Subsection (a) of this section, this article
12 takes effect immediately if it receives a vote of two-thirds of all
13 the members elected to each house, as provided by Section 39,
14 Article III, Texas Constitution. If this article does not receive
15 the vote necessary for immediate effect, this article takes effect
16 on the 91st day after the last day of the legislative session.

17 ARTICLE 12. POWERS OF THE SUPREME COURT

18 SECTION 12.01. Section 22.004, Government Code, is amended
19 by amending Subsection (c) and adding Subsections (c-1) and (c-2)
20 to read as follows:

21 (c) To ensure ~~[So that]~~ the supreme court has full
22 rulemaking power in civil actions, ~~[a rule adopted by the supreme~~
23 ~~court repeals]~~ all ~~[conflicting]~~ laws and parts of laws governing
24 practice and procedure in civil actions enacted before May 15,
25 1939, are repealed, subject to Subsection (c-1)~~[, but substantive~~
26 ~~law is not repealed]~~. This subsection does not repeal a substantive
27 law.

1 (c-1) A law or part of a law described by Subsection (c) is
2 not superseded until the supreme court adopts a rule that governs
3 the subject matter of the law or part of a law.

4 (c-2) At the time the supreme court files a rule, the court
5 shall file with the secretary of state a list of each article or
6 section of general law or each part of an article or section of
7 general law that is superseded under Subsection (c-1) ~~[is repealed~~
8 ~~or modified in any way]~~. The list has the same weight and effect as
9 a decision of the court.

10 SECTION 12.02. Section 30.0035, Civil Practice and Remedies
11 Code, is amended to read as follows:

12 Sec. 30.0035. PERSONAL SERVICE OF PROCESS DURING
13 LEGISLATIVE PROCEEDING PROHIBITED. A person may not serve citation
14 or other civil process in person on a member, officer, or employee
15 of the senate or house of representatives during any legislative
16 proceeding. A court shall quash any service made in violation of
17 this section. The supreme court shall revoke the certification of a
18 process server who violates this section. ~~[This section is not~~
19 ~~subject to Section 22.004(c), Government Code.]~~

20 SECTION 12.03. Section 34.041(c), Civil Practice and
21 Remedies Code, is amended to read as follows:

22 (c) A sale of real property under this subchapter must take
23 place between 10 a.m. and 4 p.m. on the first Tuesday of a month or,
24 if the first Tuesday of a month occurs on January 1 or July 4,
25 between 10 a.m. and 4 p.m. on the first Wednesday of the month.
26 ~~[Notwithstanding Section 22.004, Government Code, the supreme~~
27 ~~court may not amend or adopt rules in conflict with this~~

1 ~~subsection.]~~

2 SECTION 12.04. Section 1162.007(c), Estates Code, is
3 amended to read as follows:

4 (c) An attorney does not violate the attorney-client
5 privilege solely by complying with a court order to release an
6 instrument subject to this section and Sections 1162.005 and
7 1162.006. ~~[Notwithstanding Section 22.004, Government Code, the~~
8 ~~supreme court may not amend or adopt rules in conflict with this~~
9 ~~subsection.]~~

10 SECTION 12.05. Section 52.047(g), Government Code, is
11 amended to read as follows:

12 (g) Notwithstanding the Texas Rules of Appellate Procedure,
13 an official court reporter who is required to prepare a transcript
14 in a criminal case without charging a fee is not entitled to payment
15 for the transcript from the state or county if the county paid a
16 substitute court reporter to perform the official court reporter's
17 regular duties while the transcript was being prepared. To the
18 extent that this subsection conflicts with the Texas Rules of
19 Appellate Procedure, this subsection controls. ~~[Notwithstanding~~
20 ~~Sections 22.004 and 22.108(b), the supreme court or the court of~~
21 ~~criminal appeals may not amend or adopt rules in conflict with this~~
22 ~~subsection.]~~

23 SECTION 12.06. Section 2273.004(c), Government Code, as
24 added by S.B. 33, Acts of the 89th Legislature, Regular Session,
25 2025, and effective September 1, 2025, is amended to read as
26 follows:

27 (c) Notwithstanding any other law:

1 (1) a court may not award costs or attorney's fees
2 under Rule 91a, Texas Rules of Civil Procedure, ~~[or under another~~
3 ~~rule the supreme court adopts under Section 22.004(g)]~~ to any
4 defendant against whom an action is brought under this section; and

5 (2) Chapters 27 and 110, Civil Practice and Remedies
6 Code, do not apply to an action brought under this section.

7 SECTION 12.07. Section 171.208(i), Health and Safety Code,
8 is amended to read as follows:

9 (i) Notwithstanding any other law, a court may not award
10 costs or attorney's fees under the Texas Rules of Civil Procedure
11 ~~[or any other rule adopted by the supreme court under Section~~
12 ~~22.004, Government Code,]~~ to a defendant in an action brought under
13 this section.

14 SECTION 12.08. Section 455.351(h), Occupations Code, is
15 amended to read as follows:

16 (h) Notwithstanding any other law or rule ~~[Section 22.004,~~
17 ~~Government Code]~~:

18 (1) a person may not continue the enjoined activity
19 pending appeal or trial on the merits of an injunctive order entered
20 in a suit brought under this subchapter;

21 (2) not later than the 90th day after the date of the
22 injunctive order, the appropriate court of appeals shall hear and
23 decide an appeal taken by a party enjoined under this subchapter;
24 and

25 (3) if an appeal is not taken by a party temporarily
26 enjoined under this subchapter ~~[article]~~, the parties are entitled
27 to a full trial on the merits not later than the 90th day after the

1 date of the temporary injunctive order.

2 SECTION 12.09. Effective January 1, 2026, Section
3 24.0043(a), Property Code, as added by S.B. 38, Acts of the 89th
4 Legislature, Regular Session, 2025, and effective January 1, 2026,
5 is amended to read as follows:

6 (a) Except as provided by Subsection (b) but
7 notwithstanding any other law, [~~including Section 22.004,~~
8 ~~Government Code,~~] only the legislature may modify or suspend
9 procedures prescribed by this chapter.

10 SECTION 12.10. The following provisions of the Civil
11 Practice and Remedies Code are repealed:

- 12 (1) Section 10.006;
- 13 (2) Section 14.013(c);
- 14 (3) Section 14.014;
- 15 (4) Section 14A.061(c);
- 16 (5) Section 14A.062;
- 17 (6) Section 15.066;
- 18 (7) Section 30.010(d);
- 19 (8) Section 30.013(f);
- 20 (9) Section 30.018(b);
- 21 (10) Section 51.017(b);
- 22 (11) Section 52.005(b);
- 23 (12) Section 64.091(k);
- 24 (13) Section 64.093(k);
- 25 (14) Section 65.045(b);
- 26 (15) Section 98.007(e);
- 27 (16) Section 98B.008(e), as added by S.B. 441, Acts of

the 89th Legislature, Regular Session, 2025, and effective September 1, 2025;

(17) Section 100B.004(e), as added by S.B. 2373, Acts of the 89th Legislature, Regular Session, 2025, and effective September 1, 2025;

(18) Section 134A.0065(k), as added by H.B. 4081, Acts of the 89th Legislature, Regular Session, 2025, and effective September 1, 2025;

(19) Section 134A.007(c); and

(20) Section 154.028(m).

SECTION 12.11. The following provisions are repealed:

(1) Section 111.002(b), Family Code;

(2) Section 301.002, Family Code;

(3) Section 276.002(e), Finance Code;

(4) Section 23.303(e), Government Code, as added by S.B. 293, Acts of the 89th Legislature, Regular Session, 2025, and effective September 1, 2025;

(5) Section 74.1625(b), Government Code; and

(6) Section 410.305(b), Labor Code.

SECTION 12.12. On the effective date of this Act, a rule adopted by the Texas Supreme Court under Section 22.004, Government Code, as that section existed before the effective date of this Act, that conflicts with a provision of law is invalid and has no effect in any action commenced in any court in this state on or after the effective date of this Act.

ARTICLE 13. JURORS

SECTION 13.01. Article 19A.105(b), Code of Criminal

Procedure, as amended by H.B. 2637, Acts of the 89th Legislature, Regular Session, 2025, and effective September 1, 2025, is amended to read as follows:

(b) The following qualified persons may be exempted [~~claim an exemption~~] from grand jury service:

(1) a person who is 75 years of age or older;

(2) a person responsible for the care of a child who is younger than 18 years of age and who will be without adequate supervision if the person serves on the grand jury;

(3) a student of a public or private secondary school;

(4) a person enrolled in and in actual attendance at an institution of higher education; and

(5) any other person the court determines has a reasonable excuse from service.

SECTION 13.02. Section 62.107(c), Government Code, as amended by H.B. 2637, Acts of the 89th Legislature, Regular Session, 2025, and effective September 1, 2025, is amended to read as follows:

(c) A person who files a statement with a clerk of the court, as provided by Subsection (a), claiming an exemption because the person is 75 years of age or older, may also claim the permanent exemption on that ground authorized by Section 62.108 by including in the statement filed with the clerk a declaration that the person desires the permanent exemption. The clerk of the court with whom the declaration is filed shall notify the district clerk [~~secretary of state~~].

SECTION 13.03. Section 62.108(e), Government Code, as

1 amended by H.B. 2637, Acts of the 89th Legislature, Regular
2 Session, 2025, and effective September 1, 2025, is amended to read
3 as follows:

4 (e) A person who has claimed a permanent exemption from jury
5 service because the person is 75 years of age or older may rescind
6 the exemption at any time by filing a signed request for the
7 rescission with the district clerk [~~voter registrar~~] of the county.
8 Rescission of a permanent exemption does not affect the right of a
9 person who is 75 years of age or older to claim permanent exemption
10 at a later time.

11 SECTION 13.04. Sections 62.109(a) and (b), Government Code,
12 as amended by H.B. 2637, Acts of the 89th Legislature, Regular
13 Session, 2025, and effective September 1, 2025, are amended to read
14 as follows:

15 (a) The judge of a district court or, if authorized by the
16 local administrative district judge or the county jury plan, the
17 district clerk may permanently or for a specified period exempt
18 from service as a juror in all the county and district courts in the
19 county a person with a physical or mental impairment or with an
20 inability to comprehend or communicate in the English language that
21 makes it impossible or very difficult for the person to serve on a
22 jury.

23 (b) A person requesting an exemption under this section must
24 submit to the court or the district clerk described by Subsection
25 (a) an affidavit stating the person's name and address and the
26 reason for and the duration of the requested exemption. A person
27 requesting an exemption due to a physical or mental impairment must

1 attach to the affidavit a statement from a physician. The affidavit
2 and physician's statement may be submitted to the court at the time
3 the person is summoned for jury service or at any other time.

4 SECTION 13.05. The changes in law made by this article apply
5 only to a person who is summoned to appear for service on a grand
6 jury or petit jury on or after the effective date of this Act. A
7 person who is summoned to appear for service on a grand jury or
8 petit jury before the effective date of this Act is governed by the
9 law in effect on the date the person was summoned, and the former
10 law is continued in effect for that purpose.

11 ARTICLE 14. SPECIAL PROSECUTION UNIT

12 SECTION 14.01. Section 41.311, Government Code, as added by
13 S.B. 1610, Acts of the 89th Legislature, Regular Session, 2025, and
14 effective September 1, 2025, is amended to read as follows:

15 Sec. 41.311. PROSECUTION OF CERTAIN OFFENSES. An [~~A~~
16 ~~prosecuting~~] attorney serving on the unit has the same authority to
17 represent this state in the prosecution of a criminal offense
18 committed by a person civilly committed as a sexually violent
19 predator under Chapter 841, Health and Safety Code, including an
20 offense under Section 841.085, Health and Safety Code, as is
21 conferred on a prosecuting [~~county attorney, district attorney, or~~
22 ~~criminal district~~] attorney of a court with jurisdiction of the
23 offense.

24 SECTION 14.02. (a) Subchapter E, Chapter 41, Government
25 Code, is amended by adding Sections 41.312, 41.313, and 41.314 to
26 read as follows:

27 Sec. 41.312. IMMUNITY. (a) The following persons are

immune from liability for good faith conduct under this chapter or Chapter 841, Health and Safety Code:

(1) a member of the board of directors;

(2) a member of the executive board;

(3) the chief of the unit;

(4) the counselor serving the unit; and

(5) any other employee or officer of the unit.

(b) A court shall immediately dismiss any action asserting a claim against a person described by Subsection (a) that arose from the person's good faith conduct.

(c) This section does not affect a defense, immunity, or jurisdictional bar available to a person described by Subsection (a).

Sec. 41.313. ATTORNEY GENERAL REPRESENTATION. (a) The attorney general shall defend any person described by Section 41.312(a) in an action if:

(1) the unit requests the attorney general defend the person; and

(2) the action arises from a service performed under this chapter or Chapter 841, Health and Safety Code.

(b) The unit or the person described by Section 41.312(a) is not responsible for and may not pay any costs associated with the assistance.

Sec. 41.314. RECOVERY OF COURT COSTS AND ATTORNEY'S FEES.

(a) In an action against a person described by Section 41.312(a), the court shall award to the person court costs and attorney's fees incurred in the action if the person is found immune under that

1 section and the person is not represented by the attorney general.

2 (b) In an action against a person described by Section
3 41.312(a) who is represented by the attorney general, the court
4 shall award to the attorney general court costs and attorney's fees
5 incurred in the action if the person is found immune under that
6 section.

7 (b) Sections 41.312, 41.313, and 41.314, Government Code,
8 as added by this article, apply only to an action filed on or after
9 the effective date of this Act. An action filed before the
10 effective date of this Act is governed by the law in effect
11 immediately before the effective date of this Act, and that law is
12 continued in effect for that purpose.

13 ARTICLE 15. MISCELLANEOUS JUDICIAL, COURT, AND RECORD PROVISIONS

14 SECTION 15.01. The heading to Section 13.0021, Election
15 Code, is amended to read as follows:

16 Sec. 13.0021. ADDITIONAL REGISTRATION INFORMATION FROM
17 CERTAIN FEDERAL AND STATE JUDGES, FEDERAL OFFICIALS, CLERKS,
18 GOVERNMENTAL EMPLOYEES, INCLUDING MUNICIPAL COURT PERSONNEL, AND
19 FAMILY MEMBERS.

20 SECTION 15.02. Section 13.0021(b), Election Code, is
21 amended to read as follows:

22 (b) The registrar of the county shall omit from the
23 registration list the residence address for a [If the] registration
24 applicant who is:

25 (1) a federal judge, including a federal bankruptcy
26 judge;

27 (2) [7] a state judge;

1 (3) [7] a marshal of the United States Marshals
2 Service;

3 (4) [7] a United States attorney;

4 (5) a current or former county clerk, district clerk,
5 or county and district clerk, or a current or former employee of the
6 office of a county clerk, district clerk, or county and district
7 clerk or municipal court personnel;

8 (6) a current or former employee whose duties relate
9 to court administration, including a court clerk, court
10 coordinator, court administrator, juvenile case manager, law
11 clerk, or staff attorney;

12 (7) a current or former employee of the Office of Court
13 Administration of the Texas Judicial System and entities
14 administratively attached to the office;

15 (8) a current or former employee or commissioner of
16 the State Commission on Judicial Conduct; or

17 (9) [7, or] a family member of a person listed in
18 Subdivisions (1)-(8) [state judge, a federal judge, including a
19 federal bankruptcy judge, a marshal of the United States Marshals
20 Service, or a United States attorney, the registrar of the county
21 shall omit the applicant's residence address from the registration
22 list].

23 SECTION 15.03. Section 253.152(7), Election Code, is
24 amended to read as follows:

25 (7) "Statewide judicial office" means the office of
26 chief justice or justice, supreme court, or presiding judge or
27 judge, court of criminal appeals, or chief justice or justice,

Court of Appeals for the Fifteenth Court of Appeals District.

SECTION 15.04. Subchapter A, Chapter 58, Family Code, is amended by adding Section 58.010 to read as follows:

Sec. 58.010. CONFIDENTIALITY OF WARRANTS OF ARREST. Notwithstanding Article 15.26, Code of Criminal Procedure, an arrest warrant issued for a child and a complaint or affidavit on which an arrest warrant issued for a child is based are confidential and may be disclosed only to the following:

(1) the judge, probation officer, and professional staff or consultants of the juvenile court;

(2) a juvenile justice agency, as defined by Section 58.101;

(3) a criminal justice agency, as defined by Section 411.082, Government Code;

(4) an attorney representing the child's parent in a proceeding under this title;

(5) an attorney representing the child;

(6) a prosecuting attorney; or

(7) with permission from the juvenile court, another individual, agency, or institution with a legitimate interest in the information or court.

SECTION 15.05. (a) Section 81.113(a), Government Code, is amended to read as follows:

(a) Except as provided by Subsection (b), the state bar shall credit an attorney licensed in this state with meeting the minimum continuing legal education requirements of the state bar for a reporting year if during the reporting year the attorney is:

1 (1) employed full-time as an attorney by:

2 (A) [~~(1)~~] the senate;

3 (B) [~~(2)~~] the house of representatives;

4 (C) [~~(3)~~] a committee, division, department, or
5 office of the senate or house;

6 (D) [~~(4)~~] the Texas Legislative Council;

7 (E) [~~(5)~~] the Legislative Budget Board;

8 (F) [~~(6)~~] the Legislative Reference Library;

9 (G) [~~(7)~~] the office of the state auditor; or

10 (H) [~~(8)~~] the Sunset Advisory Commission; or

11 (2) serving as a state official appointed by the
12 governor and confirmed by the senate.

13 (b) Section 81.113, Government Code, as amended by this
14 article, applies only to the minimum requirements for a continuing
15 legal education compliance year that ends on or after the effective
16 date of this Act. The minimum requirements for continuing legal
17 education for a compliance year that ends before that date are
18 covered by the law and rules in effect when the compliance year
19 ended, and that law and those rules are continued in effect for that
20 purpose.

21 SECTION 15.06. Section 92.001(1), Government Code, as added
22 by H.B. 5081, Acts of the 89th Legislature, Regular Session, 2025,
23 and effective September 1, 2025, is amended to read as follows:

24 (1) "At-risk individual" means:

25 (A) a judge, as defined by Section 33.001;

26 (B) a federal judge, as defined by Section
27 411.201, who resides in this state;

1 (C) a court clerk; or ~~[and]~~

2 (D) ~~[(C)]~~ an employee of a state court, a court
3 clerk, the office, or another agency in the judicial branch of state
4 government.

5 SECTION 15.07. Section 552.117(a), Government Code, as
6 amended by S.B. 370 and S.B. 1569, Acts of the 89th Legislature,
7 Regular Session, 2025, and effective September 1, 2025, is
8 reenacted and amended to read as follows:

9 (a) Information is excepted from the requirements of
10 Section 552.021 if it is information that relates to the home
11 address, home telephone number, emergency contact information, or
12 social security number of the following person or that reveals
13 whether the person has family members:

14 (1) a current or former official or employee of a
15 governmental body, except as otherwise provided by Section 552.024;

16 (2) a current or honorably retired peace officer as
17 defined by Article 2A.001, Code of Criminal Procedure, or a current
18 or honorably retired security officer commissioned under Section
19 51.212, Education Code, regardless of whether the officer complies
20 with Section 552.024 or 552.1175, as applicable;

21 (3) a current or former employee of the Texas
22 Department of Criminal Justice or of the predecessor in function of
23 the department or any division of the department, regardless of
24 whether the current or former employee complies with Section
25 552.1175;

26 (4) a peace officer as defined by Article 2A.001, Code
27 of Criminal Procedure, or other law, a reserve law enforcement

1 officer, a commissioned deputy game warden, or a corrections
2 officer in a municipal, county, or state penal institution in this
3 state who was killed in the line of duty, regardless of whether the
4 deceased complied with Section 552.024 or 552.1175;

5 (5) a commissioned security officer as defined by
6 Section 1702.002, Occupations Code, regardless of whether the
7 officer complies with Section 552.024 or 552.1175, as applicable;

8 (6) an officer or employee of a community supervision
9 and corrections department established under Chapter 76 who
10 performs a duty described by Section 76.004(b), regardless of
11 whether the officer or employee complies with Section 552.024 or
12 552.1175;

13 (7) a current or former employee of the office of the
14 attorney general and a family member of the current or former
15 employee, regardless of whether the person complies with Section
16 552.024 or 552.1175;

17 (8) a current or former employee of the Texas Juvenile
18 Justice Department or of the predecessors in function of the
19 department, regardless of whether the current or former employee
20 complies with Section 552.024 or 552.1175;

21 (9) a current or former juvenile probation or
22 supervision officer certified by the Texas Juvenile Justice
23 Department, or the predecessors in function of the department,
24 under Title 12, Human Resources Code, regardless of whether the
25 current or former officer complies with Section 552.024 or
26 552.1175;

27 (10) a current or former employee of a juvenile

1 justice program or facility, as those terms are defined by Section
2 [261.405](#), Family Code, regardless of whether the current or former
3 employee complies with Section [552.024](#) or [552.1175](#);

4 (11) a current or former member of the United States
5 Army, Navy, Air Force, Coast Guard, or Marine Corps, an auxiliary
6 service of one of those branches of the armed forces, or the Texas
7 military forces, as that term is defined by Section [437.001](#);

8 (12) a current or former district attorney, criminal
9 district attorney, or county or municipal attorney whose
10 jurisdiction includes any criminal law or child protective services
11 matters, regardless of whether the current or former attorney
12 complies with Section [552.024](#) or [552.1175](#);

13 (13) a current or former employee of a district
14 attorney, criminal district attorney, or county or municipal
15 attorney whose jurisdiction includes any criminal law or child
16 protective services matters, regardless of whether the current or
17 former employee complies with Section [552.024](#) or [552.1175](#);

18 (14) a current or former employee of the Texas Civil
19 Commitment Office or of the predecessor in function of the office or
20 a division of the office, regardless of whether the current or
21 former employee complies with Section [552.024](#) or [552.1175](#);

22 (15) a current or former federal judge or state judge,
23 as those terms are defined by Section [1.005](#), Election Code, a
24 federal bankruptcy judge, a marshal of the United States Marshals
25 Service, a United States attorney, or a family member of a current
26 or former federal judge, including a federal bankruptcy judge, a
27 marshal of the United States Marshals Service, a United States

1 attorney, or a state judge;

2 (16) a current or former child protective services
3 caseworker, adult protective services caseworker, or investigator
4 for the Department of Family and Protective Services, regardless of
5 whether the caseworker or investigator complies with Section
6 552.024 or 552.1175, or a current or former employee of a department
7 contractor performing child protective services caseworker, adult
8 protective services caseworker, or investigator functions for the
9 contractor on behalf of the department;

10 (17) an elected public officer, regardless of whether
11 the officer complies with Section 552.024 or 552.1175;

12 (18) a current or former United States attorney,
13 assistant United States attorney, federal public defender, deputy
14 federal public defender, or assistant federal public defender and
15 the spouse or child of the current or former attorney or public
16 defender, regardless of whether the person complies with Section
17 552.024 or 552.1175; ~~[or]~~

18 (19) a firefighter or volunteer firefighter or
19 emergency medical services personnel as defined by Section 773.003,
20 Health and Safety Code, regardless of whether the firefighter or
21 volunteer firefighter or emergency medical services personnel
22 comply with Section 552.024 or 552.1175, as applicable;

23 (20) a current or former employee of a public
24 defender's office as defined by Article 26.044(a), Code of Criminal
25 Procedure, regardless of whether the current or former employee
26 complies with Section 552.024 or 552.1175;

27 (21) ~~[(20)]~~ a member of the governing board of an

1 institution of higher education or a private or independent
2 institution of higher education, as those terms are defined by
3 Section 61.003, Education Code;

4 (22) [(21)] the chancellor or other chief executive
5 officer of a university system, as defined by Section 61.003,
6 Education Code; ~~[or]~~

7 (23) [(22)] the president or other chief executive
8 officer of an institution of higher education or a private or
9 independent institution of higher education, as those terms are
10 defined by Section 61.003, Education Code;

11 (24) a current or former county clerk, district clerk,
12 or county and district clerk, or a current or former employee of the
13 office of a county clerk, district clerk, or county and district
14 clerk, regardless of whether the current or former clerk or
15 employee complies with Section 552.024 or 552.1175;

16 (25) a current or former employee whose duties relate
17 to court administration, including a court clerk, court
18 coordinator, court administrator, juvenile case manager, law
19 clerk, or staff attorney, regardless of whether the employee
20 complies with Section 552.024 or 552.1175;

21 (26) a current or former employee of the Office of
22 Court Administration of the Texas Judicial System and entities
23 administratively attached to the office, regardless of whether the
24 employee complies with Section 552.024 or 552.1175; or

25 (27) a current or former employee or commissioner of
26 the State Commission on Judicial Conduct, regardless of whether the
27 employee or commissioner complies with Section 552.024 or 552.1175.

SECTION 15.08. Section 552.117, Government Code, is amended by amending Subsection (b) and adding Subsection (b-1) to read as follows:

(b) Except as provided by Subsection (b-1), all ~~[All]~~ documents filed with a county clerk and all documents filed with a district clerk are exempt from this section.

(b-1) A county clerk or district clerk on request of a person to whom this section applies shall redact information described by Subsection (a) that relates to the person posted on an Internet website by:

(1) the clerk; or

(2) an entity with which the county contracts for the provision or maintenance of the Internet website.

SECTION 15.09. Section 552.1175(a), Government Code, as amended by S.B. 370, S.B. 1540, and S.B. 1569, Acts of the 89th Legislature, Regular Session, 2025, and effective September 1, 2025, is reenacted and amended to read as follows:

(a) This section applies only to:

(1) current or honorably retired peace officers as defined by Article 2A.001, Code of Criminal Procedure, or special investigators as described by Article 2A.002, Code of Criminal Procedure;

(2) current or honorably retired county jailers as defined by Section 1701.001, Occupations Code;

(3) current or former employees of the Texas Department of Criminal Justice or of the predecessor in function of the department or any division of the department;

1 (4) commissioned security officers as defined by
2 Section 1702.002, Occupations Code;

3 (5) a current or former district attorney, criminal
4 district attorney, or county or municipal attorney whose
5 jurisdiction includes any criminal law or child protective services
6 matters;

7 (5-a) a current or former employee of a district
8 attorney, criminal district attorney, or county or municipal
9 attorney whose jurisdiction includes any criminal law or child
10 protective services matters;

11 (6) officers and employees of a community supervision
12 and corrections department established under Chapter 76 who perform
13 a duty described by Section 76.004(b);

14 (7) criminal investigators of the United States as
15 described by Article 2A.002(a), Code of Criminal Procedure;

16 (8) current or honorably retired police officers and
17 inspectors of the United States Federal Protective Service;

18 (9) current or former employees of the office of the
19 attorney general and a family member of the current or former
20 employee;

21 (10) current or former juvenile probation and
22 detention officers certified by the Texas Juvenile Justice
23 Department, or the predecessors in function of the department,
24 under Title 12, Human Resources Code;

25 (11) current or former employees of a juvenile justice
26 program or facility, as those terms are defined by Section 261.405,
27 Family Code;

1 (12) current or former employees of the Texas Juvenile
2 Justice Department or the predecessors in function of the
3 department;

4 (13) federal judges and state judges as defined by
5 Section 1.005, Election Code;

6 (14) current or former employees of the Texas Civil
7 Commitment Office or of the predecessor in function of the office or
8 a division of the office;

9 (15) a current or former member of the United States
10 Army, Navy, Air Force, Coast Guard, or Marine Corps, an auxiliary
11 service of one of those branches of the armed forces, or the Texas
12 military forces, as that term is defined by Section 437.001;

13 (16) a current or former child protective services
14 caseworker, adult protective services caseworker, or investigator
15 for the Department of Family and Protective Services or a current or
16 former employee of a department contractor performing child
17 protective services caseworker, adult protective services
18 caseworker, or investigator functions for the contractor on behalf
19 of the department;

20 (17) an elected public officer;

21 (18) a firefighter or volunteer firefighter or
22 emergency medical services personnel as defined by Section 773.003,
23 Health and Safety Code;

24 (19) a current or former United States attorney,
25 assistant United States attorney, federal public defender, deputy
26 federal public defender, or assistant federal public defender; ~~or~~

27 (20) a current or former employee of a public

defender's office as defined by Article 26.044(a), Code of Criminal Procedure;

(21) ~~[(20)]~~ a current or former election official, as defined by Section 1.005, Election Code, or employee, volunteer, or designee of an election official, or an employee of the secretary of state's office who performs duties relating to elections;

(22) ~~[(20)]~~ a member of the governing board of an institution of higher education or a private or independent institution of higher education, as those terms are defined by Section 61.003, Education Code;

(23) ~~[(21)]~~ the chancellor or other chief executive officer of a university system, as defined by Section 61.003, Education Code; ~~and~~

(24) ~~[(22)]~~ the president or other chief executive officer of an institution of higher education or a private or independent institution of higher education, as those terms are defined by Section 61.003, Education Code;

(25) a current or former county clerk, district clerk, or county and district clerk, or a current or former employee of the office of a county clerk, district clerk, or county and district clerk;

(26) a current or former employee whose duties relate to court administration, including a court clerk, court coordinator, court administrator, juvenile case manager, law clerk, or staff attorney;

(27) a current or former employee of the Office of Court Administration of the Texas Judicial System and entities

1 administratively attached to the office; and

2 (28) a current or former employee or commissioner of
3 the State Commission on Judicial Conduct.

4 SECTION 15.10. Section 552.1175, Government Code, is
5 amended by amending Subsection (e) and adding Subsection (e-1) to
6 read as follows:

7 (e) Except as provided by Subsection (e-1), all ~~[All]~~
8 documents filed with a county clerk and all documents filed with a
9 district clerk are exempt from this section.

10 (e-1) A county clerk or district clerk on request of a
11 person to whom this section applies shall redact information
12 described by Subsection (b) that relates to the person from any
13 document the clerk posts on an Internet website.

14 SECTION 15.11. Section 615.003(a), Local Government Code,
15 is amended to read as follows:

16 (a) A county ~~[with a population of 150,000 or more]~~ may
17 construct, enlarge, equip, and operate a parking lot or parking
18 garage adjacent to or near the county courthouse.

19 SECTION 15.12. Section 42.07(b), Penal Code, is amended by
20 amending Subdivision (1) and adding Subdivision (1-a) to read as
21 follows:

22 (1) "Court employee" means an employee whose duties
23 relate to court administration, including a court clerk, court
24 coordinator, court administrator, juvenile case manager, law
25 clerk, or staff attorney. The term does not include a judge.

26 (1-a) "Electronic communication" means a transfer of
27 signs, signals, writing, images, sounds, data, or intelligence of

any nature transmitted in whole or in part by a wire, radio, electromagnetic, photoelectronic, or photo-optical system. The term includes:

(A) a communication initiated through the use of electronic mail, instant message, network call, a cellular or other type of telephone, a computer, a camera, text message, a social media platform or application, an Internet website, any other Internet-based communication tool, or facsimile machine; and

(B) a communication made to a pager.

SECTION 15.13. Section 42.07(c), Penal Code, as amended by S.B. 482, Acts of the 89th Legislature, Regular Session, 2025, and effective September 1, 2025, is amended to read as follows:

(c) An offense under this section is a Class B misdemeanor, except that the offense is:

(1) a Class A misdemeanor if:

(A) ~~[(1)]~~ the actor has previously been convicted under this section;

(B) ~~[(2)]~~ the offense was committed under Subsection (a)(7) or (8) and:

(i) ~~[(A)]~~ the offense was committed against a child under 18 years of age with the intent that the child:

(a) ~~[(i)]~~ commit suicide; or

(b) ~~[(ii)]~~ engage in conduct causing serious bodily injury to the child; or

(ii) ~~[(B)]~~ the actor has previously violated a temporary restraining order or injunction issued under Chapter 129A, Civil Practice and Remedies Code; ~~[(or)]~~

1 (C) [~~3~~] the offense was committed against a
2 person the actor knows or reasonably should know is an employee or
3 agent of a utility while the person is performing a duty within the
4 scope of that employment or agency; or

5 (D) the offense was committed against a person
6 the actor knows is a court employee;

7 (2) a state jail felony if the offense was committed
8 against a person the actor knows is:

9 (A) a court employee and the actor has previously
10 been convicted under this section; or

11 (B) a judge; and

12 (3) a felony of the third degree if the offense was
13 committed against a person the actor knows is a judge and the actor
14 has previously been convicted under this section.

15 SECTION 15.14. Section 25.025(a), Tax Code, as amended by
16 H.B. 1620, S.B. 370, and S.B. 1569, Acts of the 89th Legislature,
17 Regular Session, 2025, and effective September 1, 2025, is
18 reenacted and amended to read as follows:

19 (a) This section applies only to:

20 (1) a current or former peace officer as defined by
21 Article 2A.001, Code of Criminal Procedure, and the spouse or
22 surviving spouse of the peace officer;

23 (2) the adult child of a current peace officer as
24 defined by Article 2A.001, Code of Criminal Procedure;

25 (3) a current or honorably retired county jailer as
26 defined by Section 1701.001, Occupations Code;

27 (4) an employee of the Texas Department of Criminal

Justice;

(5) a commissioned security officer as defined by Section 1702.002, Occupations Code;

(6) an individual who shows that the individual, the individual's child, or another person in the individual's household is a victim of family violence as defined by Section 71.004, Family Code, by providing:

(A) a copy of a protective order issued under Chapter 85, Family Code, or a magistrate's order for emergency protection issued under Article 17.292, Code of Criminal Procedure; or

(B) other independent documentary evidence necessary to show that the individual, the individual's child, or another person in the individual's household is a victim of family violence;

(7) an individual who shows that the individual, the individual's child, or another person in the individual's household is a victim of sexual assault or abuse, stalking, or trafficking of persons by providing:

(A) a copy of a protective order issued under Subchapter A or B, Chapter 7B, Code of Criminal Procedure, or a magistrate's order for emergency protection issued under Article 17.292, Code of Criminal Procedure; or

(B) other independent documentary evidence necessary to show that the individual, the individual's child, or another person in the individual's household is a victim of sexual assault or abuse, stalking, or trafficking of persons;

1 (8) a participant in the address confidentiality
2 program administered by the attorney general under Subchapter B,
3 Chapter 58, Code of Criminal Procedure, who provides proof of
4 certification under Article 58.059, Code of Criminal Procedure;

5 (9) a federal judge, a federal bankruptcy judge, a
6 marshal of the United States Marshals Service, a state judge, or a
7 family member of a federal judge, a federal bankruptcy judge, a
8 marshal of the United States Marshals Service, or a state judge;

9 (10) a current or former district attorney, criminal
10 district attorney, or county or municipal attorney whose
11 jurisdiction includes any criminal law or child protective services
12 matters;

13 (11) a current or former employee of a district
14 attorney, criminal district attorney, or county or municipal
15 attorney whose jurisdiction includes any criminal law or child
16 protective services matters;

17 (12) an officer or employee of a community supervision
18 and corrections department established under Chapter 76,
19 Government Code, who performs a duty described by Section 76.004(b)
20 of that code;

21 (13) a criminal investigator of the United States as
22 described by Article 2A.002(a), Code of Criminal Procedure;

23 (14) a current or honorably retired police officer or
24 inspector of the United States Federal Protective Service;

25 (15) a current or former United States attorney,
26 assistant United States attorney, federal public defender, deputy
27 federal public defender, or assistant federal public defender and

1 the spouse and child of the attorney or public defender;

2 (16) a current or former employee of the office of the
3 attorney general and a family member of the current or former
4 employee;

5 (17) a medical examiner or person who performs
6 forensic analysis or testing who is employed by this state or one or
7 more political subdivisions of this state;

8 (18) a current or former member of the United States
9 armed forces who has served in an area that the president of the
10 United States by executive order designates for purposes of 26
11 U.S.C. Section 112 as an area in which armed forces of the United
12 States are or have engaged in combat;

13 (19) a current or former employee of the Texas
14 Juvenile Justice Department or of the predecessors in function of
15 the department;

16 (20) a current or former juvenile probation or
17 supervision officer certified by the Texas Juvenile Justice
18 Department, or the predecessors in function of the department,
19 under Title 12, Human Resources Code;

20 (21) a current or former employee of a juvenile
21 justice program or facility, as those terms are defined by Section
22 [261.405](#), Family Code;

23 (22) a current or former employee of the Texas Civil
24 Commitment Office or the predecessor in function of the office or a
25 division of the office;

26 (23) a current or former employee of a federal judge or
27 state judge;

1 (24) a current or former child protective services
2 caseworker, adult protective services caseworker, or investigator
3 for the Department of Family and Protective Services or a current or
4 former employee of a department contractor performing child
5 protective services caseworker, adult protective services
6 caseworker, or investigator functions for the contractor on behalf
7 of the department;

8 (25) an elected public officer;

9 (26) a firefighter or volunteer firefighter or
10 emergency medical services personnel as defined by Section [773.003](#),
11 Health and Safety Code;

12 (27) a customs and border protection officer or border
13 patrol agent of United States Customs and Border Protection or the
14 spouse, surviving spouse, or adult child of a customs and border
15 protection officer or border patrol agent;

16 (28) a current or former employee or contract staff
17 member of a university health care provider at a corrections
18 facility operated by the Texas Department of Criminal Justice or
19 the Texas Juvenile Justice Department;

20 (29) a current or former attorney for the Department
21 of Family and Protective Services;

22 (30) a member of the governing board of an institution
23 of higher education or a private or independent institution of
24 higher education, as those terms are defined by Section [61.003](#),
25 Education Code;

26 (31) the chancellor or other chief executive officer
27 of a university system, as defined by Section [61.003](#), Education

Code; ~~and~~

(32) the president or other chief executive officer of an institution of higher education or a private or independent institution of higher education, as those terms are defined by Section 61.003, Education Code;

(33) ~~(30)~~ a current or former employee of a public defender's office as defined by Article 26.044(a), Code of Criminal Procedure;

(34) a current or former county clerk, district clerk, or county and district clerk, or a current or former employee of the office of a county clerk, district clerk, or county and district clerk;

(35) a current or former employee whose duties relate to court administration, including a court clerk, court coordinator, court administrator, juvenile case manager, law clerk, or staff attorney;

(36) a current or former employee of the Office of Court Administration of the Texas Judicial System and entities administratively attached to the office; and

(37) a current or former employee or commissioner of the State Commission on Judicial Conduct.

SECTION 15.15. Section 521.121, Transportation Code, is amended by amending Subsections (a) and (c) and adding Subsection (c-1) to read as follows:

(a) The driver's license must include:

(1) a distinguishing number assigned by the department to the license holder;

(2) a photograph of the entire face of the holder;

(3) the full name and date of birth of the holder;

(4) a brief description of the holder; and

(5) the license holder's residence address or, for a license holder using the procedure under Subsection (c):

(A) [7] the street address of the courthouse in which the license holder or license holder's spouse or parent:

(i) serves as a federal judge, including a federal bankruptcy judge, a marshal of the United States Marshals Service, a United States attorney, or a state judge; or

(ii) performs duties related to court administration, including a court clerk, court coordinator, court administrator, juvenile case manager, law clerk, or staff attorney; or

(B) the office address of the office in which the license holder or the license holder's spouse or parent performs duties as an employee of the office of a county clerk, district clerk, or county and district clerk, or of the Office of Court Administration of the Texas Judicial System and entities administratively attached to the office, or as an employee or commissioner of the State Commission on Judicial Conduct.

(c) The department shall establish a procedure, on a license holder's qualification for or appointment to office as a federal or state judge as defined by Section 1.005, Election Code, or as a county clerk, district clerk, or county and district clerk, or as a federal bankruptcy judge, a marshal of the United States Marshals Service, ~~[or]~~ a United States attorney, or for a license holder

1 whose duties relate to court administration, including a court
 2 clerk, court coordinator, court administrator, juvenile case
 3 manager, law clerk, or staff attorney, or as an employee of the
 4 office of a county clerk, district clerk, or county and district
 5 clerk, or of the Office of Court Administration of the Texas
 6 Judicial System and entities administratively attached to the
 7 office, or as an employee or commissioner of the State Commission on
 8 Judicial Conduct, to omit the residence address of the judge, ~~[or]~~
 9 official, employee, or commissioner and any family member of the
 10 judge, ~~[or]~~ official, employee, or commissioner on the license
 11 holder's license and to print ~~[include]~~, in lieu of that address,
 12 the street address of the courthouse or office building in which the
 13 license holder or license holder's spouse or parent serves as a
 14 federal or state judge, ~~[or]~~ official, employee, or commissioner.

15 (c-1) The residence address of a license holder whose
 16 residence address is omitted using the procedure under Subsection
 17 (c) is confidential and is available only for the official use of
 18 the department or a law enforcement agency.

19 SECTION 15.16. Section 42.07, Penal Code, as amended by
 20 this article, applies only to an offense committed on or after the
 21 effective date of this Act. An offense committed before that date
 22 is governed by the law in effect on the date the offense was
 23 committed, and the former law is continued in effect for that
 24 purpose. For purposes of this section, an offense was committed
 25 before the effective date of this Act if any element of the offense
 26 occurred before that date.

27 SECTION 15.17. Not later than November 1, 2026, the

Department of Public Safety shall:

(1) review the department's processes for implementation of and compliance with Section 521.121, Transportation Code, as amended by this article; and

(2) submit to the governor, the lieutenant governor, the speaker of the house of representatives, each member of the legislature, and the Texas Judicial Council a written report containing the results of the review, a description of the methods used to prepare the review, and any recommendations for legislative or other action.

ARTICLE 16. EFFECTIVE DATE

SECTION 16.01. Except as otherwise provided by a provision of this Act, this Act takes effect on the 91st day after the last day of the legislative session.

President of the Senate

Speaker of the House

I certify that H.B. No. 16 was passed by the House on August 25, 2025, by the following vote: Yeas 130, Nays 1, 1 present, not voting.

Chief Clerk of the House

I certify that H.B. No. 16 was passed by the Senate on August 26, 2025, by the following vote: Yeas 27, Nays 0.

Secretary of the Senate

APPROVED: _____

Date

Governor

TENANT'S REQUEST TO REPAIR OR FIX A PROBLEM

To: Landlord, Manager or Agent _____

Landlord, Manager or Agent address:

From: Tenant

Property Address:

REPAIRS: I ask you to repair the following conditions because they materially affect my physical health or safety. (List conditions, *attach pictures or additional sheets if necessary to describe problems*):

REQUEST:

I ask that you complete these repairs within **7** days of receiving this request, unless the emergency nature of the repairs require more immediate attention, in which case I request you make the repairs within ____ days of receiving this request. (*Emergency nature may include a serious water leak, gas leak, raw sewage, significant utility problems, dangerous condition, exposed live electrical wiring, dangerous condition that requires immediate repair, etc. If the repair is for an emergency that requires more prompt attention, write the number of days in which the landlord should respond to that repair.*) If the number of days is not filled in, then you should complete these repairs within 7 days.

If you are unable to make any of the requested repairs within the time requested, I ask that you provide me a written explanation for your delay within 5 days of this request.

If these repairs are not made within 7 days (or the number of days indicated above, if less than

TENANT'S REQUEST TO REPAIR OR FIX A PROBLEM

7) after you receive this notice, I may exercise my rights to terminate my lease (with no other notice to you other than that I have vacated the unit) and sue for actual damages, civil penalties, and court costs. If I do not terminate my lease, I may go to court to ask for a rent reduction, an order for repairs, actual damages, civil penalties, and court costs. Texas Property Code 92.056(e),(f).

Thank you for your prompt attention to my request.

Tenant: Complete this information on how you will deliver this Tenant's Request to Repair or Fix a Problem to the landlord, manager, or agent:

If you check this box, you do not need to give any other notice.

- ☐ I mailed this written Tenant's Request to Repair or Fix a Problem on _____ (date mailed), and I sent it by (check applicable)
- ☐ Certified Mail, Return Receipt Requested _____ (tracking number)
 - ☐ Registered Mail _____ (tracking number) or
 - ☐ Other form of mail that tracks delivery _____ (tracking number) (Example: Fed Ex, UPS.)

OR

If you check this box, you must give another notice in writing.

- ☐ I gave this written Tenant's Request to Repair or Fix a Problem on _____ (date notice given), and I sent it by (check applicable):
- ☐ Hand delivery.
 - ☐ Regular mail.



Tenant Signature

Tenant Phone Number

Date

TENANT'S REQUEST TO REPAIR OR FIX A PROBLEM

FAQS AND INSTRUCTIONS

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

Use this form to:

- ☐ Ask your landlord to repair or remedy a condition that materially affects your physical health or safety.

Read these instructions carefully. References to Rules are to the Texas Rules of Civil Procedure, available at <http://www.txcourts.gov/rules-forms/rules-standards/>. These instructions are to be used with Tenant's Request to Fix a Problem.

I. Frequently Asked Questions about Repairs

1. What kinds of repairs is my landlord required to make? Texas Property Code § 92.052.

When you give proper notice, your landlord is required to make a diligent effort to repair conditions that materially affect the physical health or safety of an ordinary tenant. These could include, but are not limited to, things like roach or rat infestation, sewage leaks, hazardous electrical wiring, or water leaks.

2. How do I ask my landlord for repairs? Texas Property Code § 92.056(b)(3) and 92.052(b).

- There are two ways to make a request for repairs that will stand up in court:
 - 1) Send one written notice by certified mail, return receipt requested, or another form of mail that tracks delivery (highly recommended and often quicker), or
 - 2) Give two notices.
 - Unless your lease says differently, your first notice can be made by email, text, orally, or through an online portal. If you make a request by email, text, orally, or through an online portal, keep records with information about the request, such as the date, time, and to whom it was given.
 - **If your lease requires all notices to be in writing**, and most leases do, then your first notice cannot be made by email, text, orally, or through an online portal. It must be a written letter that is hand-delivered or mailed to the landlord.
 - If the repair has not been made within a reasonable time, you must mail or hand-deliver a written letter to the landlord. If you hand-deliver it, get a receipt from the person that you handed it to, if you can. See Important Information below for details on what is "reasonable."

- Depending on the circumstances, you should also contact the landlord about the repair in the way you believe will be most effective or as stated in the lease. Unless you use one of the two ways listed above to notify the landlord of the repair, this will not be sufficient on its own to hold up in court, but it still may help get the repair completed quicker.
- A landlord is considered to have received a tenant's written request for repairs when the landlord or landlord's agent or employee actually **receives** the notice or when the United States Postal Service has attempted to deliver the notice to the landlord. Texas Property Code Section 92.056(c).
- **Important Information:**
 - **The landlord is not required to respond to your request for repairs or remedy if you are behind on your rent when you make the request.**
 - Take pictures and document the conditions that need repair.
 - Give the landlord a reasonable time to make repairs - at least 7 days, unless the needed repair is an emergency and requires a quicker response. Emergencies may include a serious water leak, gas leak, raw sewage, significant utility problem, exposed live electrical wiring, dangerous condition that requires immediate repair, etc.
 - Keep a copy of all notices, pictures, and documentation.

3. Can my landlord refuse to make repairs or remedy?

Yes, if:

- **You are behind on your rent when you made the request.** The law treats payment of rent, the right to repairs, and the refund of security deposits separately. Always pay your rent on time. OR
- You, your roommates, family members, or guests caused the condition that needs repair or remedy.

4. Can my landlord evict me for asking for repairs or remedy? Texas Property Code § 92.331-92.333.

No. If you pay rent on time and comply with the lease terms, your landlord can't evict you, terminate your lease, or increase your rent (unless the increase is part of your lease, or it affects all of the units) because you requested repairs or remedy.

If you are behind on your rent and make a request for repairs, your landlord could evict you for non-payment of rent.

5. Can I refuse to pay my rent if my landlord refuses to make repairs?

No. You should never withhold your rent or refuse to pay rent because your landlord refuses or neglects to make repairs. The law treats your obligation to pay rent and the

landlord's duty to make repairs separately. You can be evicted for refusing to pay rent, even if the landlord is unfairly refusing to make repairs.

6. My request has been ignored. What now? Texas Property Code § 92.056(e) and 92.0563.

You may have the following rights if 1) you gave proper written request(s) for repairs or remedy for a condition you did not cause, 2) you didn't owe rent when you gave the request, 3) a reasonable time has passed, and 4) the landlord did not make a diligent effort to make repairs or remedy. *Diligent efforts could include the landlord attempting to repair or remedy the condition.*

- Terminate the lease: You may terminate your lease. CAUTION: If you terminate your lease, the landlord may sue you. Be prepared to prove numbers 1-4 above in court.

While not required, it is a good idea to give written notice that you are terminating your lease and the date you will vacate the property. You have the right to a refund for rent already paid for the days you will not be there. You are also entitled to a refund of your security deposit, minus damages the landlord can deduct according to your lease. Texas Property Code Section 92.056(e)-(f).

If you do vacate the property, make sure to leave the property clean, take pictures of the property as proof, turn in all the keys, and give a written forwarding address to request the return of your security deposit.

If you choose to terminate your lease, you cannot go to court and ask for an order to repair or an order reducing rent.

- Go to court: You may sue your landlord in justice, county, or district court for failure to repair. You must sue in the county where the property is located. The court may award you actual damages, one month's rent plus \$500, court costs, and attorney's fees. If you have not terminated your lease, a court may also order your landlord to make repairs and reduce your rent from the date you asked for repairs. Texas Property Code Section 92.056(e), 92.0563. A justice court can hear cases valued up to \$20,000 and should hear your case quickly, as soon as between ten and twenty-one days from when you file your lawsuit. Rules 509.1-509.9.
- Repair and deduct: In some very limited circumstances, and only by taking certain very specific steps, you may be able to pay for repairs and deduct that from your rent. However, that is a very difficult process with many pitfalls, and it is usually NOT recommended. For more information about that process, see Tenant's Intent to Repair Notice.

II. Instructions for Filling out Tenant's Request to Fix a Problem form:

The italicized words below are from the Tenant Request to Fix a Problem form.

- *TO*
 - Write the name of the landlord, manager, or agent.
 - Write the street address, unit number (if any), city, state, and ZIP of the person you pay rent to or the place where your rent is normally paid.
- *FROM*
 - Write your name.
 - Write the street address, unit number (if any), city, state, and ZIP of the rental property.
- *REPAIRS*

List what you want your landlord to repair. Include as many details as necessary to describe the problem. Add additional sheets or attach pictures if needed.
- *REQUEST*

If the condition needs immediate attention, list the number of days by when the repairs should be done in the blank. If you leave it blank, you are requesting that the repair be completed in 7 days. This section also lists the things you may do if your landlord does not make the repairs, including terminating the lease and going to court to ask for rent reduction, an order for repairs, damages, and court costs.
- *METHOD OF DELIVERY* (for your records, check all that apply)

Check the box that applies to you and fill out the appropriate blanks on the form.

BELOW IS FOR YOUR RECORD KEEPING PURPOSES ONLY: You can use this section to document the method of delivery you used and any mail receipt numbers.

If you checked the first box, you do not need to give any other notice.

- ☐ I mailed this written Tenant's Request to Repair or Fix a Problem on _____ (date mailed), and I sent it by (check applicable)
- ☐ Certified Mail, Return Receipt Requested _____ (tracking number)
 - ☐ Registered Mail _____ (tracking number) or
 - ☐ Other form of mail that tracks delivery _____ (tracking number) (*Example: Fed Ex, UPS.*)

NOTE: If your landlord does not make the repairs after you send the written Tenant's Request to Repair or Fix a Problem in one of the three ways above, you can take one (or more) of the actions listed in FAQ 6. **Keep a photocopy of the delivered notice.**

OR

If you checked the second box and your lease requires that you provide notice of repair in writing (most leases do), you must give another notice in writing.

I did not send my first notice in writing. I gave notice on _____ (date) to _____ (person) [] by email, [] by text, [] verbally, [] through the online portal.

As my second notice, I gave this written Tenant's Request to Repair or Fix a Problem to the [] landlord, [] manager, or [] agent on _____ (date), and I gave it by (check one):

- ☐ Hand delivery. Get a receipt from the person you handed the Request to, if you can.
- ☐ Regular mail.

NOTE: If your lease requires that a notice to repair be in writing, as most leases do, and your landlord did not make the repairs after your made your first request by email, text, verbally, or through online portal, and your landlord fails to make the repairs after you send this second Request to Repair or Fix a Problem, you will need to deliver a third request in writing before you can take one (or more) of the actions listed in FAQ 6 above. **Keep a photocopy of the delivered notice.**

TENANT'S NOTICE OF INTENT TO REPAIR AND DEDUCT

Texas Property Code § 92.0561

TO: Landlord, Manager, or Agent _____

Landlord, Manager, or Agent address:

Address, City, State, and Zip Code

FROM: Tenant _____

Property Address:

Address, City, State, and Zip Code

RENT STATUS: I am current on my rent.

REPAIRS: Please promptly fix (repair or remedy) the following conditions because they materially affect my physical health or safety. (Check all boxes that apply. Describe the conditions and attach additional sheets if necessary to describe the problems).

- ☐ Sewage or flooding: Landlord failed to repair the backup or overflow of raw sewage inside my home, or the flooding from broken pipes or natural drainage inside my home.
Describe:

- ☐ Potable (drinkable) water: Landlord agreed in the lease to furnish me with potable (drinkable) water, but the water service has stopped.
Describe:

- ☐ Heating or cooling reported by official: Landlord agreed in the lease to furnish heating or cooling equipment. That equipment is not working. Landlord has been notified in writing by the 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.
Describe:

- ☐ Health or safety condition reported by official: Landlord has been notified in writing by the local housing, building, or health official or other official having jurisdiction that the condition materially affects the health or safety of an ordinary tenant.

Describe:

REQUEST:

I ask that you fix (repair or remedy) the problem according to the following timelines:

- Sewage or flooding: **immediately**
- Potable (drinkable) water: **within three days**
- Heating or cooling reported by an official **within three days**
- Health or safety condition reported by an official: **within seven days**

If you are unable to make any of the requested repairs within the requested time, please provide me with a Landlord Affidavit for Delay. Texas Property Code § 92.0562.

If these repairs are not made within the number of days indicated above, I may exercise my rights under Texas Property Code 92.056(e),(f), including, among other things, terminating my lease (with no other notice to you other than that I have vacated the unit); and/or going to court to ask for rent reduction, an order for repairs, damages, and court costs.

NOTICE OF INTENT TO DO REPAIRS: I am going to hire someone to: *(check applicable)*

- ☐ Fix the backup or overflow of raw sewage in my rental property;
- ☐ Fix the flooding from broken pipes or natural drainage in my rental property;
- ☐ Provide potable water;
- ☐ Fix the heating or cooling; or
- ☐ Fix any other problem an official says materially affects the health or safety of an ordinary tenant.

Here is a description of the repairs needed: *(You must complete this part.)*

Thank you for your cooperation with my request.

Tenant: Complete the following about how you delivered this letter to Landlord:

METHOD OF DELIVERY (check applicable boxes) *Read instructions carefully.*

If you only want to deliver this request one time, use one of these three ways. *Keep a photocopy of the completed notice. Landlord is considered to have received this notice when the landlord actually receives the notice or the US Postal Service has attempted delivery.*

- ☐ Certified Mail, Return Receipt *(If you have questions, ask the Post Office; keep tracking number.)*
- ☐ Registered Mail *(If you have questions, ask the Post Office; keep the tracking number.)*
- ☐ A Form of Mail that Tracks Delivery *(Example: FedEx, UPS; keep the tracking number.)*

If you only deliver the request in either of the following two ways, you will need to deliver another request if Landlord fails to make the repairs after Landlord gets the first request.

- ☐ Hand delivered to the Person or Place where the rent is paid
- ☐ First Class Mail



Tenant Signature

Tenant Phone Number

Date

FAQS AND INSTRUCTIONS FOR TENANT'S NOTICE OF INTENT TO REPAIR AND DEDUCT ALLOWED IN CERTAIN SITUATIONS

Paying For Repairs and Deducting Cost from Rent
Texas Property Code Section 92.0561

Use this form If:

- ☐ You have one of the following problems in your home, and you want to pay for the repairs yourself:
- Sewage or flooding in your home, or
 - No drinkable (potable) water, or
 - Heating or cooling problem and the landlord has been notified in writing by a local housing, building, health, or other official, or
 - Health or safety condition and the landlord has been notified in writing by the local housing, building, health, or other official.

Do NOT use this form If:

- ☐ You do not want to pay for repairs yourself.
- ☐ You do not have one of these problems:
- Sewage or flooding in your home, or
 - No drinkable (potable) water, or
 - Heating or cooling problem and the landlord has been notified in writing by a local housing, building, health, or other official, or
 - Health or safety condition and the landlord has been notified in writing by the local housing, building, health, or other official.
- ☐ Your problem was caused by a natural disaster or other casualty loss, like lighting, fire, hail, or tornado, and your landlord is waiting for an insurance payout.

CAUTION: The right to pay for repairs or remedies and deduct that amount from your rent is available only if you ask your landlord to fix the problem in a specific way, certain conditions are met, and only for certain issues. Also, there are additional steps, explained below, that you must follow. This is a complicated process that can be used in only limited situations and is often done incorrectly.

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

Read these instructions carefully. References to Rules are to the Texas Rules of Civil Procedure, available at <http://www.txcourts.gov/rules-forms/rules-standards/>. Use these instructions with the Tenant's Intent to Repair Notice form.

Frequently Asked Questions:

1. Does this law allow me, my family members, my employer or employees, or a company I own to make the repairs? Texas Property Code Section 92.0561(f) & (g)

No, you must hire a contractor or repair person unless the landlord says you can make the repairs yourself.

2. What problems can I have repaired or remedied and then deduct the cost from my rent? Texas Property Code Section 92.0561(d)(3)

You can only use the right to repair/remedy and deduct for these four problems:

- Sewage or flooding: Your landlord has failed to repair the backup or overflow of raw sewage inside your home or the flooding from broken pipes or natural drainage inside your home.
- Potable (drinkable) water: Your landlord agreed in the lease to furnish you potable water and the water service has stopped.
- Heating or cooling reported by official: Your landlord agreed in the lease to furnish heating or cooling equipment, that equipment is not working, and the landlord has been notified in writing by the local housing, building, or health, or other official having jurisdiction that the lack of heat or cooling materially affects the health or safety of an ordinary tenant.
- Health or safety condition reported by official: The landlord has been notified in writing by the local housing, building, health, or other official having jurisdiction that the condition materially affects the health or safety of an ordinary tenant.

You cannot pay for repairs and deduct those costs from your next month's rent for any other situation, even if it is a serious problem.

NOTE: In very limited situations you may not have a right to have the problem repaired/remedied and deduct the cost from your rent even if these problems exist. See Texas Property Code § 92.006 (e)-(f). Also, you cannot have repairs made to the foundation or a load-bearing wall if you live in a building with two or more units (duplex, fourplex, apartment, etc.). See Texas Property Code § 92.0561 (f).

3. I have one of the problems listed above. What do I have to do first? See Texas Property Code § 92.056(b)(1), (3); § 92.0561(d)(2)

You must make the request properly in one of the following two ways:

- Give two notices. Your first notice can be oral, by email, by text, or online unless your lease says otherwise. Your second notice must:
 - Be a written letter and mailed or hand-delivered, and

- The letter must state that you intend to have the condition repaired and provide a reasonable description of the intended repair.

OR

- Give one notice. Send one written notice by certified mail, return receipt requested, or another form of mail that tracks delivery, stating you intend to have the condition repaired and provides a reasonable description of the intended repair. This method is highly recommended because you only need to do it once.

You can't have caused the condition you are requesting to be fixed. You, your roommates, family members, or guests caused the condition that needs repair or remedy.

IMPORTANT INFORMATION: The landlord is not required to respond to your request for repairs or remedy if you are behind on your rent when you make the request.

4. Can I withhold rent or refuse to pay rent?

No.

5. What if I am behind in rent?

If you are not paid up in rent, you do not have the right to repair/remedy and deduct costs from your rent, but you can still request repairs, and your landlord would likely want to know.

6. Can I delay paying rent to pay for repairs?

No.

7. Who can I hire? Texas Property Code § 92.0561(f) and (h)

Repairs must be made by an independent company, contractor, or repair person. You, your immediate family, your employer or employees, or a company you own cannot make the repairs unless you and your landlord agree on it. If the rental unit is located in a municipality requiring the company, contractor, or repair person to be licensed, the person or entity performing the repair must be licensed according to those requirements.

Repairs must comply with building codes and building permits when required. Ask your repair person if the repairs require a permit, and if so, make sure they get the permit. If the repairs don't comply with applicable building codes, you cannot repair or deduct it.

8. When can I hire someone to make the repairs or remedy a problem?

It depends on the type of problem. The timeline starts when you give your landlord the proper notice of intent to have repairs made, including a description of the work to be done. The timelines are as follows:

- Sewage or flooding: You can have the problem repaired **immediately** after you give proper notice of intent to repair/remedy the condition.
- Potable (drinkable) water: You can have this problem repaired if your landlord has failed to repair the condition **within three days** after you give proper notice of intent to repair/remedy the condition.
- Heating or cooling reported by official: If the city inspector or other official has already come out and notified the landlord that the problem must be fixed, you can have this problem repaired if your landlord has failed to repair the condition **within three days** after you give proper notice of intent to repair/remedy the condition.
- Health or safety condition reported by official: If the city inspector or other official has already come out and notified the landlord that the problem must be fixed, you can have this problem repaired if your landlord has failed to repair or remedy the condition **within seven days** after you give proper notice of intent to repair/remedy the condition.

9. Can my landlord delay my efforts to hire someone to make the repair or remedy?

Yes. If your landlord gives you a sworn affidavit stating that the reason for their delay is an inability to obtain necessary parts, labor, or material shortages following a disaster, you must delay hiring someone to make the repairs. You must delay by 15 days if the landlord's failure to repair is due to a delay in obtaining necessary parts. You must delay by 30 days if the landlord's failure to repair is due to a labor or material shortage following a disaster. See Landlord's Affidavit for Delay.

If you have already hired a repair person, but the work has not begun, and your landlord gives you a sworn affidavit for delay, your landlord is liable for costs incurred by you for the repair person's trip charge. You may deduct that from your rent as if it were a repair cost.

10. I have followed all the steps above. What now?

When your rent becomes due after you have paid for the repairs, give your landlord a copy of the repair bill, a receipt showing what you paid, and then pay what is left on your rent. The repair bill and the receipt may be the same document.

11. Is there a limit to the amount I can deduct for repairs? Texas Property Code § 92.0651(c)

YES. The deduction for the cost of a repair is limited to one-month's rent or \$500, whichever is higher. Repairs and deductions may be made often as necessary as long as the

total repairs and deductions in any one month do not exceed one-month's rent or \$500, whichever is greater.

12. What other options do I have?

You may have the following rights if 1) you gave proper written request(s) for repairs or remedy for a condition you did not cause, 2) you didn't owe rent when you gave the request, 3) a reasonable time has passed, and 4) the landlord did not make a diligent effort to make repairs or remedy. *Diligent efforts could include the landlord attempting to repair or remedy the condition.*

- Terminate the lease: If you do not repair and deduct, you may terminate your lease. CAUTION: If you terminate your lease, the landlord may sue you. Be prepared to prove 1-4 above in court.

While not required, it is a good idea to give written notice that you are terminating your lease and the date you will vacate the property. You have the right to a refund for rent already paid for the days you won't be there. You are also entitled to a refund of your security deposit, minus damages the landlord can deduct according to your lease. Texas Property Code § 92.056(e)-(f).

If you do vacate the property, make sure to leave the property clean, take pictures of the property as proof, turn in all the keys, and give a written forwarding address to request the return of your security deposit.

If you choose to terminate your lease, you can't go to court and ask for an order to repair or an order reducing rent.

- Go to court: If the landlord did not fix the problem, you decide not to make the repairs and deduct the cost from your rent because the cost is higher than the deduction limit, or you suffered damages, you can sue your landlord. The court may award you actual damages, one month's rent plus \$500, court costs, and attorney's fees. If you have not terminated your lease, a court may also order your landlord to make repairs that you have not made and deducted from your rent, and the court may also reduce your rent from the date you asked for repairs. Texas Property Code § 92.0563. You can sue to enforce the landlord's duty to repairs in the justice court in the county where the property is located. The court should hear your case quickly, as soon as between ten and twenty-one days from when you file your lawsuit. Rules 509.1-509.9.

Instructions for Filling out Tenant's Intent to Repair Notice

The italicized words below are from the Tenant's Intent to Repair Notice form.

- *TO*
 - Write the name of the landlord, manager, or agent.

- Write the street address, unit number (if any), city, state, and ZIP of the person you pay rent to or the place where your rent is normally paid.
- **FROM**
 - Write the tenant's name.
 - Write the street address, unit number (if any), city, state, and ZIP of the rental property.
- **RENT STATUS**
 - You must be current on your rent before you give this notice to your landlord.
- **REPAIRS** – Check applicable box(es) and describe conditions. Include as many details as necessary and add additional sheets or attach pictures if that will help you describe the problems.

NOTE: You can only use this form for the four types of repairs listed: sewage or flooding, potable (drinkable) water, heating or cooling issue reported by an official, and health or safety condition reported by an official.

- **REQUEST** – You do not need to write anything here.
- **NOTICE OF INTENT TO DO REPAIRS** – Check the box of the repair needed and write a description of the repairs you intend to hire someone to do.
- **METHOD OF DELIVERY** (for your records, check all that apply)
There are several different ways you can deliver the request to your landlord.

- ☐ Certified Mail, Return Receipt _____ (If you have questions, ask the Post Office; keep tracking number.)
- ☐ Registered Mail _____ (If you have questions, ask the Post Office; keep the tracking number.)
- ☐ A Form of Mail that Tracks Delivery _____ (Example: FedEx, UPS; keep the tracking number.)

If your landlord does not make the repairs after you sent the notice in one of the three ways above, you can repair and deduct as described or take one (or more) of the actions listed in Section I.12. above. *Keep a photocopy of the completed notice.*

However, you may also deliver the request in one of these ways below.

- ☐ Hand delivered to the Person or Place where the rent is paid
- ☐ First Class Mail

If your landlord does not make the repairs after your first request and you sent the notice in one of the two ways above, you will need to deliver another request in order to repair

and deduct as described above, or take one (or more) of the actions listed in Section I.12. above. If this is your second request, you can send it by **any** method mentioned above.

A landlord is considered to have received a tenant's written request for repairs when the landlord or landlord's agent or employee actually **receives** the notice or when the United States Postal Service has attempted to deliver the notice to the landlord. Texas Property Code § 92.056(c). NOTE: If you use a form of mail that tracks delivery other than the US Postal Service, Landlord must actually receive the notice. Attempted delivery is not enough.

LANDLORD'S AFFIDAVIT FOR DELAY OF REPAIRS

Texas Property Code § 92.0562

I have personal knowledge of the facts stated in this affidavit, and they are true and correct:

1. Name and address of tenant:

2. This tenant requested repairs. These repairs have not been done because:

Check one (or both):

- ☐ The necessary parts are delayed, and it is not the landlord's fault. **Tenant must delay contracting for repairs for 15 days to allow Landlord extra time to receive the necessary parts;** or
- ☐ There is a general shortage of labor or materials following a natural disaster such as a hurricane, tornado, flood, extended freeze, or widespread windstorm. **Tenant must delay contracting for repairs for 30 days to allow Landlord extra time to obtain the labor or materials to make the repairs.**

3. Describe the efforts Landlord has made to make the repairs and why the repairs have not been completed. *(Attach additional sheets if necessary.)*

4. These contractors, suppliers, and repairmen were contacted about the repairs:

Name	Address	Phone Number	Date(s) Contacted

5. Declaration or Notary: Complete one of the two following sections.

I declare under penalty of perjury that this affidavit is true and correct.

☐ Declaration:

My name is _____. My birthdate is: ____/____/____.

My address is

Street City State ZIP Country

_____ signed on ____/____/____ in _____
Landlord or Landlord Agent's Signature Month/Day/Year County Name State Name

☐ Notary:

Printed Name of Landlord or Landlord's Agent Landlord or Landlord Agent's Signature

Sworn to and subscribed before me this _____ day of _____, 20____.

NOTARY

6. Method and Date of Delivery

This document will be delivered to the tenant by:

(Check applicable boxes.)

☐ If allowed by written lease, leaving it in a clearly visible location in the dwelling

☐ Hand delivery

☐ Certified mail, return receipt requested number _____

Delivery or Mailing Date: _____

INSTRUCTIONS FOR LANDLORD'S AFFIDAVIT FOR DELAY OF REPAIRS

Texas Property Code § 92.0562

Use when:

- ☐ Your tenant has given you proper notice to repair a problem or remedy a condition and wants to make the repairs and deduct it from their rent;
- ☐ The condition was a:
 - Sewage or flooding problem in or on the property;
 - Lack of potable (drinking) water;
 - Heating or cooling issue reported by an official; or
 - Health and safety condition reported by an official; and
- ☐ You will not be able to make the repairs in the time the tenant asked because the necessary parts are delayed, and it is not your fault, or there is a general shortage of labor or materials for repairs following a natural disaster.

NOTE: This form is not intended to be used with conditions not listed above, but writing down reasons for delaying fixing other conditions is generally a good idea.

Important Information for Landlords

- If your tenant gave you proper notice of any of the conditions listed above and you do not make diligent efforts to repair them, the tenant can contract to have the repairs done.
- The Affidavit for Delay tells your tenant to hold off hiring someone to make the repairs to allow you more time.
- You must continue to make diligent efforts to repair the condition after you give the Affidavit to the tenant. If you do not, a court may order you to pay the tenant a higher penalty.

Instructions for Filling Out Landlord's Affidavit of Delay

1. *Name and address of tenant*

Write Tenant's name and the property address.

2. *This tenant requested repairs.*

Check the box that explains why the requested repairs have not been made. **NOTICE:** If the reason for the delay is not in one of the checkboxes, this affidavit will not be effective and will not allow you to delay repairs.

The necessary parts are delayed, and it is not your fault. Tenant must delay contracting for repairs for 15 days to allow you extra time to receive the necessary parts.

There is a general shortage of labor or materials following a natural disaster such as a hurricane, tornado, flood, extended freeze, or widespread windstorm. Tenant must delay contracting for repairs for 30 days to allow Landlord extra time to obtain the labor or materials to make the repairs following a natural disaster when there is a shortage of labor or materials.

3. *Reasons You Have Not Made Repairs* – Describe what you have done to try to make the repairs and explain why you have not been able to make the repairs.
4. *These contractors, suppliers, and repairmen were contacted about the repairs.*

List every person or business you contacted about making the repairs. Include the person or business's name, address, phone number, and the date you contacted them.

5. *Declaration or Notary*

By checking ONE of the following boxes, you are declaring under penalty of perjury that everything in the affidavit is true and correct.

CHECK AND COMPLETE ONLY ONE BOX.

- **Declaration** – Check this box if a notary is not available or you choose not to use a notary. If you choose this option, you must write your name, birthdate, and address. Sign your name, and write the date, county, and state in which you signed.
- **Notary** – Check this box if you want to sign this affidavit in front of a notary or if you do not want to disclose your personal information. DO NOT SIGN UNTIL YOU ARE WITH A NOTARY. Write your name and sign in front of a notary. Some notaries charge a fee.

6. *Method and Date of Delivery*

Check the box that describes how you gave the tenant this affidavit. Write the date that you sent it.

TENANT'S NOTICE OF LEASE TERMINATION FOR LANDLORD'S FAILURE TO REPAIR

Texas Property Code Sections 92.056(e)

TO: Landlord, Manager, or Agent _____

Landlord, Manager, or Agent address:

Address, City, State, and Zip Code

FROM: Tenant _____

PROPERTY ADDRESS:

Address, City, State, and Zip Code

NOTICE OF TERMINATION:

After meeting all requirements, taking all actions, and giving all notices required under the Texas Property Code regarding Tenant's notice to repair or remedy a condition and Landlord's failure to repair or remedy the condition, I am exercising my right under those statutes to terminate my lease.

I am terminating my lease and vacating (or have already vacated) the property on the following month, day, and year: _____. *See Tenant's Notice of Lease Termination for Landlord's Failure to Repair FAQs and Section 92.056(e) of the Texas Property Code.*

I am also entitled to obtain a refund of my security deposit according to the law or deduct my security deposit from my rent without filing a lawsuit. By terminating my lease, I understand I am not entitled to other repair and deduct remedies under Section 92.0561 of the Texas Property Code or the judicial remedies of an order directing the landlord to make repairs or an order reducing my rent. Texas Property Code 92.056(f).

FORWARDING ADDRESS: Please send my security deposit and a refund of rent I paid for the days I will not occupy the property to the following forwarding address: *(List address, city, state, and zip code)*

_____.

METHOD OF DELIVERY: Method of Delivery to Landlord, Manager, or Agent Where Rent is Regularly Paid *(Check applicable box. Keep a copy of this notice.)*

- ☐ Hand Delivery
- ☐ First Class Mail
- ☐ Certified Mail, Return Receipt (*If you have questions, ask the Post Office; keep tracking number.*)
- ☐ Other Method of Delivery: _____.

Tenant Signature

Tenant Name

Address

City, State, Zip Code

Phone Number

Email Address, if you check it frequently

Date

INSTRUCTIONS FOR TENANT'S NOTICE OF LEASE TERMINATION FOR LANDLORD'S FAILURE TO REPAIR

Texas Property Code Section 92.056(e)

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

Use this Form If:

- ☐ You want to terminate your lease after your landlord has failed to make a diligent effort to repair or remedy a condition that materially affects your physical health or safety, and you have followed the proper process for requesting those repairs.

Do NOT Use this Form If:

- ☐ You want to continue to live at the property even though your landlord has not made a diligent effort to repair or remedy a condition that materially affects your physical health or safety and you want to file a lawsuit to have a court order your landlord to make the repairs.

Read these instructions carefully. References to Rules are to the Texas Rules of Civil Procedure, available at <http://www.txcourts.gov/rules-forms/rules-standards/>. These instructions are to be used with Tenant's Lease Termination Notice.

I. Frequently Asked Questions about Tenant Lease Termination Notice

1. What do I need to do before terminating my lease?

Before you send your landlord a notice of termination, make sure of the following:

- ☐ The condition that you asked your landlord to repair or remedy affected your health or safety.
- ☐ The repair issue was not caused by you, your guests, or other occupants.
- ☐ You sent your landlord a proper notice requesting repairs by
 - a. Sending one written notice by certified mail, return receipt requested, or another form of mail that tracks delivery (highly recommended), or
 - b. Giving two notices.
 - Unless your lease says differently, your first notice can be made by email, text, orally, or through an online portal. If you make a request by email, text, orally, or through an online portal, keep records with information about the request, such as the date, time, and to whom it was given.
 - **If your lease requires all notices to be in writing**, and most leases do, then your first notice cannot be made by email, text, orally, or

through an online portal. It must be a written letter that is hand-delivered or mailed to the landlord.

- ☐ You were not delinquent in rent when you sent the notice or notices.
- ☐ You gave the landlord a reasonable time to make repairs - at least 7 days, unless the needed repair is an emergency and requires a quicker response. (Emergencies may include a serious water leak, gas leak, significant utility problems, dangerous condition, etc.).
- ☐ Your landlord did not make a diligent effort to make the repairs.

If ANY of the previous statements are not correct, you do not have the right to terminate your lease under Texas Property Code 92.056(e).

2. Do I have to terminate my lease in writing?

No, unless your lease requires it. Even if notice of termination is not required, it is a good idea to give it to inform your landlord that you have exercised your right to terminate your lease and it provides proof that you have done so.

3. Do I have to deliver this notice in any particular way?

No, unless your lease requires it. Under Texas Property Code 92.056, there is no specific way you have to deliver the notice. However, your lease may require notice to be given in a particular way. Because one of the reasons to use this notice is to show that you did so, it is best to keep a copy of the notice. It is recommended that you use a method of delivery where you can prove the landlord received it.

4. Can I get back the rent I paid for the days after I terminated the lease and vacated the property?

Yes. You have the right to a refund for rent already paid for the days you will not be there. You are also entitled to a refund of your security deposit, minus damages the landlord can deduct according to your lease. Texas Property Code Section 92.056(e)-(f).

5. If I terminate my lease, can I go to court to ask for a reduction in my rent?

No. If you choose to terminate your lease, you cannot go to court and ask the court to order your landlord to repair the condition or an order reducing your rent.

II. **Instructions for Filling out Tenant Lease Termination Notice:**

The italicized words below are from the Tenant Lease Termination Notice.

- **TO** – List the name of the landlord, manager, or agent. This should be the person to whom or the place where your rent is normally paid.
- **FROM** – Write the tenant's name.

- **PROPERTY ADDRESS** – Write the address of the property.
- **NOTICE OF TERMINATION** – Write the month, day, and year you vacate or will vacate the property.

You are exercising your right under Texas Property Code Section 92.056(e) to terminate your lease and request a refund of rent. Before delivering this to your landlord, make sure that you have:

- Given the required notice(s) for repairs of conditions that affect your physical health or safety, AND
 - A reasonable time to repair or remedy the condition has passed, AND
 - You were not delinquent in rent at the time the notice(s) was/were given, AND
 - Your landlord did not make a diligent effort to repair or remedy the condition(s).
- **FORWARDING ADDRESS** – Write the address where you want your security deposit and rent refund sent. This does not have to be where you will be living, but should be a place where you can reliably receive and check for mail.
- **METHOD OF DELIVERY** (for your records, check all that apply)
 - ☐ Hand delivered to the Person or Place where the rent is paid
 - ☐ First Class Mail
 - ☐ Certified Mail, Return Receipt (*If you have questions, ask Post Office; keep tracking number.*)
 - ☐ A Form of Mail that Tracks Delivery (*Example: FedEx, UPS; keep tracking number.*)
- **SIGNATURE** – Sign and write your name and contact information on the appropriate lines.

Court Time: _____

Court Date: _____

Case Number. _____
(The Clerk's office will fill in the Case Number when you file this form)

Name of Plaintiff(s)/Tenant(s)

VS.

Name of Defendant/Landlord

In the Justice Court, Precinct____, Place _____,
(Precinct and Place Number)

(County Name) County, Texas

Petition to Repair or Remedy a Condition in a Residential Rental Property

Texas Property Code § 92.052, Texas Rules of Civil Procedure 509

- 1. Complaint:** I file this petition because there is a condition in my residential rental property that materially affects the health or safety of an ordinary tenant.

Information Regarding Residential Rental Property:

Street Address Unit No. (if any) City County State ZIP

- 2. Service of Citation or Alternative Service:** (Check the box next to each statement that is true.)

Texas Property Code 92.003

- ☐ I received Owner's name and business street address in writing.
☐ I received the name and business street address of the management company in writing.

Complete the following information, if you know it. You MUST complete at least one.

- a. The Owner's name and contact information is _____
Landlord's Name and Phone Number

Business Address Unit No. (if any) City County State ZIP

- b. The management company and contact information is _____
Management Company Name and Phone Number

Business Address Unit No. (if any) City County State ZIP

- c. The on-premises manager and contact information is _____
On-Premises Manager Name and Phone Number

Business Address Unit No. (if any) City County State ZIP

- d. The rent collector and contact information is _____
Rent Collector Name and Phone Number

Business Address Unit No. (if any) City County State ZIP

- 3. Lease:** (Check the box next to one statement.)

- ☐ My lease is oral.
☐ My lease is in writing but does not require written notice for repair and remedy.

☐ My lease is in writing and DOES require written notice for repair and remedy.

4. Notice:

a. If you check this box, you did not need to give any other notice.

- ☐ I mailed written notice to repair or remedy the condition on _____ (date mailed) to _____ (person or place), and I sent it by (check applicable)
- ☐ Certified Mail, Return Receipt Requested _____ (tracking number)
- ☐ Registered Mail _____ (tracking number) or
- ☐ Other form of mail that tracks delivery _____ (tracking number)
(Example: Fed Ex, UPS.)

OR

b. If you check this box, you must have given another notice, and it must have been in writing.

- ☐ My first notice was not sent by certified, registered, or other mail that tracks delivery. My first notice was given in this way _____ (examples: orally, in writing, by email, by text, by portal) on _____ (date) to _____ (person or place).

My second notice to repair or remedy the condition was given in writing on _____ (date notice given), and I sent it by (check applicable):

- ☐ Certified Mail, Return Receipt Requested _____ (tracking number)
- ☐ Registered Mail _____ (tracking number)
- ☐ Other Form of Mail that Tracks Delivery _____ (tracking number)
(Example: Fed Ex, UPS)
- ☐ Hand delivery,
- ☐ Regular mail.

5. Rent:

When I gave each required notice to repair or remedy the condition, my rent was (check one):

- ☐ Current (paid up to date),
- ☐ Not current, or
- ☐ Not current, but I tried to timely pay all of the rent that was due, and Landlord did not accept it.

My rent is due on _____ (date), each ☐ Month ☐ Week ☐ Other: _____

Amount of rent I pay: \$ _____

Amount government pays (if any and known): \$ _____

TOTAL RENT \$ _____

6. Property Condition:

Describe the condition of the property that is materially affecting your physical health or safety. (Describe what you are asking to be fixed and why.) Attach additional sheets if necessary:

7. Relief Requested:

I request the following relief: (Check all that apply)

- ☐ A court order directing Landlord to take reasonable action to repair or remedy the condition.
- ☐ A court order reducing my rent from the date of the first repair notice, for the reduced rental value resulting from the condition until the condition is repaired or remedied.
 - ☐ I want the rent reduced by \$_____ (which would make my rent \$_____) beginning on _____ (date of first repair request).
- ☐ Actual damages in the amount of \$_____.
- ☐ A civil penalty of one month's rent plus \$500,
- ☐ Attorney's fees, and
- ☐ Court costs.

The total relief requested does not exceed \$20,000, excluding interest and costs of court.

8. Email Address Consent:

- ☐ **By checking this box**, I agree to receive any documents, notices, or pleadings about this case from the Court or Landlord at the following email address that I check daily. (Some courts and parties do not use email.):

(Note: If you check this box you may not receive copies by mail. You should check email frequently for deadlines.)

Signature

Printed name

Address

City

State

Zip Code

Date

Phone Number

INSTRUCTIONS FOR PETITION TO REPAIR OR REMEDY A CONDITION IN A RESIDENTIAL RENTAL PROPERTY

Texas Property Code, Chapter 92, Subchapter B

Use this form if:

- ☐ You want to ask the court to order your landlord to repair or remedy a condition that materially affects your physical health or safety.

Do not use this form if:

- ☐ You have not given written notice of a condition that materially affects your physical health or safety that needs repair or remedy. See “Tenant’s Request to Fix a Problem” for more information.

Read these instructions carefully. References to Rules are to the Texas Rules of Civil Procedure, available at <http://www.txcourts.gov/rules-forms/rules-standards/>. These instructions are to be used with Petition to Repair or Remedy a Condition in a Residential Rental Property.

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

For more information on what you need to do before filing this lawsuit, see the FAQs for *Tenant’s Request to Fix a Problem*.

Instructions:

Heading: The Clerk’s office will fill in several of these.

- *Court Time AND Court Date* – Leave these blank. The Clerk’s office will fill in this information when you file the form.
- *Case Number* – Leave this blank. The Clerk’s office will fill in the Case Number when you file this form.
- *Name of Plaintiff/Tenant(s)* – Write your name.
- *Name of Defendant(s)/Landlord* – Write the name of Landlord (not Landlord’s authorized agent).
- *Precinct/Place Number* – Write in the precinct and place number of the court 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.

1. **Complaint:**

List the address of the property that needs repairs.

2. Service of Citation or Alternative Service:

Check the box of every statement that is true.

The lawsuit must be formally delivered to (served) the property owner or their agent. You need to write the name of the owner, management company, on-site manager, or rent collector in the blanks. When deciding who to list, you must follow this order:

1. If you were given the name and address of the company that manages the rental property in writing, you need to list them as the person to be served with the lawsuit.
2. If the above information was not given to you in writing, but the owner's name and address was given to you in writing, you need to list the owner's name and address.
3. If you were not given the owner's name or the management company name and address in writing, you need to list the address you have for the owner's management company, the on-site manager, or the rent collector.

3. Lease:

Check the box of the statement that is true.

4. Notice:

You must have notified your landlord that there was a problem that needs to be fixed. There are two ways to make a request for repairs that will stand up in court (*See the FAQs for Tenant's Request to Fix a Problem for more information*):

- a. Send one written notice by certified mail, return receipt requested, or another form of mail that tracks delivery (highly recommended and often quicker), or
- b. Give two notices.
 - 1) Unless your lease says differently, your first notice can be made by email, text, orally, or through an online portal. If you make a request by email, text, orally, or through an online portal, keep records with information about the request, such as the date, time, and to whom it was given.
 - 2) **If your lease requires all notices to be in writing**, and most leases do, then your first notice cannot be made by email, text, orally, or through an online portal. It must be a written letter that is hand-delivered or mailed to the landlord.
 - 3) If the repair has not been made within a reasonable time, you must mail or hand-deliver a written letter to the landlord. If you hand-deliver it, get a receipt from the person that you handed it to, if you can.

You need to include this information on the form:

- ☐ How was your notice given? Orally, in writing, by email, by text, by portal, or some other way?
- ☐ When did you give the notice? Write the date.
- ☐ Who did you give this notice to? Write the person's name or the place you left the notice in the blank.

Check 4.A. if you sent notice by certified mail, return receipt requested, registered mail, or other form of mail that tracks delivery. Provide the information requested.

Check 4.B. if you gave notice in another way and at least one of those notices was in writing. Provide the information requested.

NOTE: If you have not given written notice, you cannot use this form. See "Tenant's Request to Fix a Problem" for more information.

5. Rent:

Check the statement about your rent status at the time you gave each notice that is most accurate.

Write what date your rent is due on each month (for example, 1st, 3rd, last) Check whether you pay rent monthly, weekly, or other.

If you get a rent subsidy, write in the amount of the subsidy (for example a Housing Authority or other agency pays for part of your rent). Write in what portion you pay of the rent. Write in the total amount of rent due each week or month.

6. Property Condition:

Describe, in detail, what needs to be repaired, or remedied.

7. Relief Requested:

Check the box beside what you want the judge to do. You CAN check more than one.

- *A court order directing Landlord to take reasonable action to repair or remedy the condition:* This asks the judge to order Landlord to fix the condition.
- *A court order reducing my rent from the date of the first repair notice, for the reduced rental value resulting from the condition until the condition is repaired or remedied:* This asks the judge to lower your rent until the condition is fixed.

- o *I want the rent reduced by \$_____ (which would make my rent \$_____) beginning on _____ (date of first repair request):* If you want your rent lowered, this is where you tell the judge how much you want to pay. In the first blank, write how much you want for your rent to go down. In the second blank, write how much YOUR total rent would be if your rent is lowered. In the third blank, write the date of your FIRST request to repair.
- *Actual damages in the amount of \$_____:* This asks the judge to order Landlord pay your out-of-pocket costs resulting from the failure to fix the condition.
- *A civil penalty of one month's rent plus \$500:* This asks the judge to order Landlord to pay you one month's rent plus \$500.
- *Attorney's fees, and:* This asks the judge to order Landlord to pay your attorney fees, if any.
- *Court costs.:* This asks the judge to order Landlord to pay the costs for filing this Petition.

8. **Email Address Consent:**

Check the box in this section if you agree to receive documents from the court or Defendant/Tenant at an email address that you regularly use. The documents or notices you receive may contain short time-sensitive deadlines or hearing dates you may need to act upon quickly. **NOTE:** If you check this box, you may not receive copies by mail. You should check email frequently for deadlines.

Sign, Date, write your address and phone number at the bottom.

Case Number _____

Name of Plaintiff(s)/Tenant(s) In the _____ Court, Precinct _____,
Place _____,

vs.

Name of Defendant/Landlord _____ County, Texas

Judgment Finding for Defendant in Repair or Remedy Case

Texas Property Code § 92.0563, Texas Rules of Civil Procedure 509.6

On _____, Plaintiff ☐ appeared or ☐ did not appear and
Defendant ☐ appeared or ☐ did not appear.

The address of the property is _____

Based on the evidence presented, the Court finds for the Defendant.

IT IS ORDERED that (check all that apply):

- ☐ Plaintiff must pay Defendant's attorney's fees \$_____.
- ☐ Plaintiff must pay Defendant's court costs \$_____.

You may appeal this judgment by filing a notice of appeal within 21 days after this judgment was signed. See Texas Rules of Civil Procedure 509.8. If you appeal, the case will be transferred to the county court where you must pay a filing fee or file a Statement of Inability to Afford Payment of Court Costs.

Important Notice: If you are an individual (not a company), your money or property may be protected from being taken to pay this judgment. Find out more by visiting www.texaslawhelp.org/exempt-property.

Aviso Importante: Si usted es una persona física (y no una compañía), su dinero o propiedad pudieran estar protegidos de ser embargados como pago de esta deuda decretada en juicio en contra suya. Obtenga mayor información visitando el sitio www.texaslawhelp.org/exempt-property.

IT IS SO ORDERED.

Date signed: _____

Time: _____

HON. _____, PRESIDING JUDGE

Case Number _____

Name of Plaintiff(s)/Tenant(s) In the _____ Court, Precinct _____,
Place _____,

vs.

Name of Defendant/Landlord _____ County, Texas

Judgment Finding for Plaintiff to Repair or Remedy
a Condition in a Residential Rental Property

Texas Property Code § 92.0563, Texas Rules of Civil Procedure 509.6

On _____, Plaintiff ☐ appeared or ☐ did not appear and
Defendant ☐ appeared or ☐ did not appear.

The address of the property is _____

Based on the evidence presented, the Court finds for the Plaintiff.

IT IS ORDERED that (check all that apply):

☐ Defendant needs to repair the property located at

_____ by _____ (AM/PM) on _____ (month) _____
(day), _____ (year). These repairs are needed (include reasonable detail):

_____.

☐ Plaintiff's rent is reduced temporarily.

- Rent is reduced because these conditions justify it: _____
_____.
- Starting _____ (date), Plaintiff's rent is reduced to _____
(amount), payable each _____ (week/month) until repairs are completed.

- If Plaintiff has paid more rent than the reduced amount ordered, Defendant shall reimburse Plaintiff the amount of the overpayment.
- The Defendant must give Plaintiff written notice that the repairs have been completed and that the rent reverts to the rent listed in the lease on the day the repairs are completed as follows: (Texas Rules of Civil Procedure 501.4)
 - in person, by mail, or by courier, or
 - by 5 pm if by fax, or if the parties have previously agreed in writing, by email.
- Once repairs are completed, Plaintiff owes prorated full rent beginning the day after the date the repairs are completed.

- ☐ Defendant must pay actual damages \$_____.
- ☐ Defendant must pay a civil penalty of one month's rent (\$_____) plus \$500.00.
- ☐ Defendant must pay Plaintiff's attorney's fees \$_____.
- ☐ Defendant must pay Plaintiff's court costs \$_____.
- ☐ Other relief:_____.

You may appeal this judgment by filing a notice of appeal within 21 days after this judgment was signed. See Texas Rules of Civil Procedure 509.8. If you appeal, the case will be transferred to the county court where you must pay a filing fee or file a Statement of Inability to Afford Payment of Court Costs.

Important Notice: If you are an individual (not a company), your money or property may be protected from being taken to pay this judgment. Find out more by visiting www.texaslawhelp.org/exempt-property.

Aviso Importante: Si usted es una persona física (y no una compañía), su dinero o propiedad pudieran estar protegidos de ser embargados como pago de esta deuda decretada en juicio en contra suya. Obtenga mayor información visitando el sitio www.texaslawhelp.org/exempt-property.

IT IS SO ORDERED.

Date signed: _____

Time: _____

HON. _____, PRESIDING JUDGE

WARNING: If Defendant or the person on whom this Order for repairs is served fails to immediately comply with this Order, or later disobeys this Order, 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 Section 92.0091(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.

Notice of Termination of Lease Following Death of Sole Tenant

Texas Property Code 92.0162

TO: Landlord

Name of Landlord/Manager/Agent

Address of Landlord/Manager/Agent

FROM: Representative of Deceased Sole Tenant's Estate

Print the full name of the Deceased Sole Tenant

Print your full name as the representative of the Deceased Sole Tenant's estate

METHOD OF DELIVERY *(Check applicable box. Keep a photocopy of this notice.):*

- ☐ Certified Mail, Return Receipt *(If you have questions, ask Post Office and keep the tracking number.)*
- ☐ Mail
- ☐ Hand Delivery
- ☐ Other method: _____

NOTICE OF TERMINATION:

This is a notice to terminate the lease for the property located at _____

_____ per Texas
Property Code 92.0162, which allows a deceased sole tenant's estate to avoid liability for future
rent and other sums landlords normally charge for early termination of the lease.

This lease will terminate:

1. 30 days after this notice has been provided to you, as long as the deceased tenant's property has been properly removed and any required inventory has been signed, or
2. If I have not removed the deceased tenant's property and signed any required inventory by the 30th day after this notice has been provided to you, then the lease will terminate on the day that the deceased tenant's property has been properly removed and any required inventory has been signed.

FORWARDING ADDRESS:

Please return the deceased sole tenant's security deposit to me at the following forwarding address:

Print complete forwarding address, including City, State, and Zip Code

Your Signature

Printed Name

Street Address

City, State, Zip

Email Address

Phone Number

Date

FAQs AND INSTRUCTIONS FOR
Notice of Termination of Lease Following Death of Sole Tenant
See Sections 92.0162 and 92.014, Texas Property Code

Use This Form If:

- You are a representative of the tenant's estate, including a person the tenant designated for the landlord to contact in the event of the tenant's death, and
- You want to end the lease early of a tenant who has died and was the sole occupant of the rental premises.

Read these instructions carefully. References to Rules are to the Texas Rules of Civil Procedure, available at <http://www.txcourts.gov/rules-forms/rules-standards/>. Use these instructions with the "Notice of Termination of Lease Following Death of Sole Tenant" form.

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

I. Frequently Asked Questions about Early Lease Termination

1. Can I terminate a tenant's lease early if the tenant has died and was the sole occupant?
See Sections 92.0162, Texas Property Code

Yes, you can end the deceased tenant's lease and move the tenant's property out of the rental property without the tenant's estate being obligated to pay future rent, penalties, or other fees and amounts if:

- a. You are a representative of the tenant's estate, including a person the tenant designated for the landlord to contact in the event of the tenant's death, and
 - b. You follow the steps listed in FAQ 2.
2. How do I properly terminate the lease of a tenant who has died and was the sole occupant of the rental property? See Sections 92.0162 and 92.014 Texas Property Code

You must:

- a. Give the landlord or the landlord's agent written notice of termination of the lease. You can use this "Notice of Termination of Lease Following Death of a Sole Tenant" form to give the landlord written notice;
 - b. Properly remove the tenant's property from the rental premises by following the steps in FAQ 5; and
 - c. Sign an inventory of the removed property, if required by the landlord or the landlord's agent.
3. How quickly can I terminate the lease after the sole occupant tenant dies? See Sections 92.0162, Texas Property Code.

You can give the landlord or the landlord's agent written notice of the lease termination as soon as the tenant dies, but the termination will not be effective until:

- 30 days after you give the landlord written notice of lease termination, as long as the deceased tenant's property has been properly removed and any required inventory has been signed, or
- If you have not removed the deceased tenant's property and signed any required inventory by the 30th day after you give the landlord written notice of lease termination, then the lease will terminate on the day that the deceased tenant's property has been properly removed and any required inventory has been signed.

For example, if you give written notice on May 1 and completed all the steps in FAQ 2 before May 31, the lease will terminate on May 31. But if you don't complete all the steps in FAQ 2 until June 3, the lease will terminate on June 3.

4. How can I get a copy of the deceased tenant's lease? See Section 92.0162(c), Texas Property Code.

After the landlord receives your written notice of termination, you can ask the landlord in writing for a copy of the written lease in effect at the time of the sole tenant's death and the landlord must provide it to you.

5. What happens to the deceased sole tenant's property and how do I get it back? See Section 92.014 Texas Property Code.

- a. **Process Listed in Deceased Tenant's Lease:** Read the tenant's **lease**. See FAQ 4 if you need a copy. The landlord and the deceased tenant may have agreed to a specific process for removing, storing, or disposing of the tenant's property in the lease. If so, follow the process in the lease.
- b. **No Process Listed in Deceased Tenant's Lease:** Here's the process if the lease doesn't state how the deceased tenant's property will be removed, stored, or disposed of when a tenant dies:
- i. If a person lawfully entitled to the property asks to remove the property (See FAQ 2), the landlord:
 - 1) Must give the person access to the premises at a reasonable time and in the presence of the landlord or the landlord's agent;
 - 2) Must allow the person to remove any of the tenant's property found at the leased premises;
 - 3) Must give possession of the property to the person, if the request is made before the property has been discarded; and
 - 4) May require the person to sign an inventory of the property being removed.
 - ii. The landlord may also:

- 1) Remove and store all property found in the tenant's premises;
and
- 2) May discard the property if:
 - a) The landlord mailed a written request by certified mail, return receipt requested, asking that the property be removed to the person designated by the tenant to be contacted in the event of the tenant's death;
 - b) The person failed to remove the property by the 30th day after the postmark date on the written request; and
 - c) The landlord has not been contacted by anyone claiming the property before discarding it.

6. When does the deceased sole tenant's estate stop owing rent, fees, or other sums? See Texas Property Code 92.0162.

The tenant's estate will still owe rent, fees, or other sums that were due until the lease has been properly terminated, as listed under FAQ 2.

7. Will the deceased sole tenant's estate owe any past due rent, fees, or other sums after the lease terminates? See Texas Property Code 92.0162.

Yes. The deceased tenant's estate will still need to pay any past due rent, fees, or other sums and damages to the property not caused by normal wear and tear that are owed to the landlord before the lease terminates.

8. If I did everything I was supposed to do to terminate the deceased sole tenant's lease, can the landlord charge the tenant's estate reletting fees, penalties, and additional rent for terminating the lease? See Texas Property Code 92.0162.

No. If you properly terminated the lease, the landlord may not charge the deceased tenant's estate future rent, reletting fees (fees for breaking the lease), penalties, or any other future amounts due under the lease.

9. What about the deceased sole tenant's security deposit? See Texas Property Code, Section 92.014(c)(3).

The landlord must refund the deceased tenant's security deposit less lawful deductions, including any cost of removing and storing the property, to a person lawfully entitled to the refund.

10. What if the landlord says the deceased sole tenant's estate is obligated to pay the rest of the lease after the lease has been properly terminated?

The landlord is incorrect. If you're a representative of the estate under FAQ 2, you have a right to terminate the deceased tenant's lease regardless of what the landlord says.

II. **Instructions for Filling out Notice of Termination of Lease Following Death of Sole Tenant:**

- *To* – List the name of the landlord, manager, or agent. This should be the person to whom or the place where the deceased sole tenant's rent is normally paid. Write the street address, unit number (if any), city, state, and ZIP of the landlord, manager, or agent.
- *From* – Write the deceased sole tenant's name.
- *Method of Delivery:* (for your records, check all that apply)
 - ☐ Certified Mail, Return Receipt (*If you have questions, ask the Post Office and keep tracking number.*)
 - ☐ Mail
 - ☐ Hand Delivery
 - ☐ Other method: _____
- *Notice of Termination:* You don't need to write anything in this section. It tells the landlord that the lease will terminate:
 1. 30 days after you give the landlord written notice of lease termination, as long as the deceased tenant's property has been properly removed and any required inventory has been signed, or
 2. If you have not removed the deceased tenant's property and signed any required inventory by the 30th day after you give the landlord written notice of lease termination, then the lease will terminate on the day that the deceased tenant's property has been properly removed and any required inventory has been signed.
- *Forwarding Address:* Print the address where you want the landlord to send the deceased tenant's security deposit. The address does not have to be where you are currently living, but it does have to be an address where you know you can receive mail.
- *Your Signature:* Sign, print requested information, and date it.

Notice of Termination of Lease Following Family Violence

Texas Property Code 92.016

WARNING: FOR SAFETY PURPOSES, PLEASE KEEP ALL INFORMATION IN THIS NOTICE CONFIDENTIAL, INCLUDING TENANT'S FORWARDING ADDRESS. DO NOT DISCLOSE TO ANYONE OR ANY ENTITY WITHOUT TENANT'S CONSENT.

TO: Landlord

Name of Landlord/Manager/Agent

Address of Landlord/Manager/Agent

FROM: Tenant(s)

Print full name of Tenant(s)

METHOD OF DELIVERY (Check applicable box. **Keep a photocopy of this notice.**):

- ☐ Certified Mail, Return Receipt _____ (If you have questions, ask the Post Office; keep tracking number.)
- ☐ Regular Mail
- ☐ Hand Delivery
- ☐ Other method: _____

NOTICE OF TERMINATION:

This is my notice to terminate my lease under Texas Property Code 92.016, which allows me to avoid liability for future rent and other sums you normally charge for early termination of the lease. I am terminating my lease for the property located at

_____. I
intend to vacate the property on _____.

(Print month, day, and year you will vacate.)

(If the document attached below is against a person who is not a co-tenant or an occupant of the property, the vacate date should be at least 30 days after the date you give this notice to the landlord. Otherwise, it can be immediately.)

FORWARDING ADDRESS:

For my safety, please keep my forwarding address confidential. The forwarding address for the return of my security deposit is:

Print complete forwarding address, including City, State, and Zip Code

You have 30 days from the date I give a forwarding address in writing AND move out of the property to return any security deposit due and/or give me a written description and itemized list of deductions.

DOCUMENTATION: ATTACHED IS A COPY OF THE FOLLOWING: (Check applicable box, see instructions):

- ☐ A protective order protecting the tenant or occupant from family violence; or
- ☐ A Magistrate's Emergency Protection Order
- ☐ A temporary restraining order in a divorce case protecting the tenant or occupant from family violence; or
- ☐ A copy of documentation of the family violence against the tenant or occupant from:
 - a licensed health care services provider,
 - a licensed mental health services provider,
 - a family violence shelter advocate as defined by Section 93.001, Texas Family Code.
- ☐ A temporary ex parte protective order protecting the tenant or occupant from family violence by a person who is not a co-tenant or occupant of the property.

Tenant Signature

Printed Name

Date

FAQs AND INSTRUCTIONS FOR
Notice of Termination of Lease Following Family Violence
See Section 92.016, Texas Property Code

Use This Form If:

- You want to end your lease early because of family violence.

Read these instructions carefully. References to Rules are to the Texas Rules of Civil Procedure, available at <http://www.txcourts.gov/rules-forms/rules-standards/>. Use these instructions with the “Notice of Termination of Lease Following Family Violence” form.

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

I. Frequently Asked Questions about Early Lease Termination

1. Can I terminate my lease and move out early because of family violence?

Yes. If you follow the steps listed in FAQ 4, you can end your lease and move out of the property without being obligated to pay future rent, penalties, or other fees and amounts for ending your lease early. See FAQ 2 for the definition of family violence, which is very broad.

If you live in public or subsidized housing, or you have a Section 8 voucher, federal laws and rules may give you additional rights to end your lease early. For example, the Violence Against Women Act provides additional protections.

2. What is family violence for the purpose of early lease termination, and who is covered under these family violence protections? (See Texas Family Code, Sections 71.003, 71.004, and 261.001(1))

a. Family violence is:

i. When a person:

1. intentionally harms you or an occupant of your household (including a child) physically or sexually, or
2. threatens to harm you or an occupant of your household (including a child) physically or sexually, and the threat reasonably causes you or an occupant of your household (including a child) to fear that the harm will happen in the near future, **and**

ii. That person has the following relationship with you or an occupant of your household (including a child) whether or not they are living in your household:

1. a spouse or former spouse,

2. a current or former occupant of your household,
3. someone you, an occupant, or your child is or was dating,
4. a biological or adopted child, a parent, a sibling, or other relative,
5. a biological or adopted child, a parent, a sibling, or other relative of your spouse or household occupant's spouse,
6. a parent of your child or a household occupant's child, whether or not the parents are married,
7. a foster child and foster parent.

b. **Family violence includes "abuse" to a child that occurs when a person:**

i. Physical

1. Substantially harms or threatens to substantially harm a child physically; (See Texas Family Code, Section 71.004)

ii. Sexual, Trafficking, and Prostitution

1. Engages in sexual conduct that is mentally, emotionally, or physically harmful to a child, including sexual abuse, indecency with a child, sexual assault, or aggravated sexual assault (See Texas Penal Code, Sections 21.02, 21.11, 22.011, 22.021);
2. Encourages or makes a child engage in sexual conduct, including trafficking or prostitution (See Texas Penal Code, Sections 43.01, 20A.02(a)(7) or (8), 43.02(b), and 43.05(a)(2);
3. Encourages, allows, engages or portrays a child in child pornography or in an obscene way (See Texas Penal Code 43.21);
4. Encourages, allows, causes, or engages in sexual performance by a child (Texas Penal Code, Section 43.25); or
5. Forces or pressures a child to marry.

iii. Controlled Substances (See Chapter 481, Texas Health and Safety Code).

1. Uses a controlled substance in a way that results in physical, mental, or emotional harm to a child, or
2. Causes, allows, or encourages a child to use a controlled substance.

c. **Family violence does not include:**

- i. Self-defense that results in physical harm to an adult or child, or
- ii. Physical harm to a child by a parent, guardian, or managing or possessory conservator caused by an accident or reasonable discipline that would not put a child at substantial risk of harm.

3. How quickly can I terminate my lease following family violence? See Section 92.016(c) and (c-1), Texas Property Code

You can terminate your lease **immediately** if the family violence was committed by a co-tenant or occupant of the household. If the family violence was committed by someone else, you must give your landlord 30 days written notice before you can terminate your lease.

4. How do I properly terminate my lease? See Section 92.016(c) and (c-1), Texas Property Code

When family violence is committed by someone who IS a co-tenant or household occupant, you must:

1. Give your landlord certain documentation of the family violence (See FAQ 5), and
2. Tell your landlord you are leaving and vacate the property. You do not have to tell your landlord before you leave but it is important that they know you are leaving. You may use this “Notice of Termination of Lease Following Family Violence” to let your landlord know why you are leaving and provide the required documentation of family violence.

When family violence is committed by someone who is NOT a co-tenant or household occupant, you must:

1. Give your landlord at least 30 days written notice of the termination of the lease, which you can do by using this “Notice of Termination of Lease Following Family Violence;”
2. Give your landlord certain documentation of family violence (See FAQ 5); and
3. Vacate the property.

5. What kind of documentation do I need to show that there has been family violence against me or a co-tenant or occupant of the household? (See Texas Property Code 92.0016(b-1))

Any of the following can be used as proof of family violence against a tenant or occupant, regardless of who commits the family violence:

- ☐ **A Protective Order (PO):** A protective order is a court order protecting the tenant or occupant from family violence. It is issued by a county or district court judge after a trial is held on the facts. It normally lasts for two years but can be extended or renewed.
- ☐ **A Magistrate’s Emergency Protection Order (MEPO)** – When a person is arrested for family violence involving serious bodily harm or a deadly weapon and appears before the magistrate, the magistrate must issue emergency protective orders. If the incident did not involve serious bodily injury or a deadly weapon, the magistrate may issue emergency protective orders on the request of the arresting officer, victim or guardian of the victim, or the county or district attorney. (See Article 17.292 of the Texas Code of Criminal Procedure).
- ☐ **A Temporary Restraining Order (TRO)** – A judge may issue a temporary restraining order to protect a tenant or occupant who is involved in a divorce case while the divorce is pending.

- ❑ **Other Documentation of Family Violence:** A tenant or occupant can submit documentation of the family violence from:
 - A licensed health care services provider who examined the victim,
 - A licensed mental health services provider who examined or evaluated the victim, or
 - A family violence shelter advocate (an employee or volunteer with a family violence shelter that has had at least 20 hours of training in assisting victims).

You can also use the following as proof of family violence against a tenant or occupant if the family violence was not committed by a co-tenant or occupant:

- ❑ **A Temporary Ex Parte Protective Order (TEXPO)** – A temporary ex parte protective order is often issued by the court when a person applies for a protective order based on the person’s affidavit or sworn declaration. It is valid for two weeks and can be extended until the court is able to hold a hearing on the matter.

6. Can I stop paying rent, fees, or other sums once the family violence occurs?

No. You can terminate your lease before it ends, but you still owe rent, fees, or other sums that were due for the days you lived at the property. Once you have properly terminated the lease and vacated the property, you do not need to pay rent for any days after you have moved out or fees related to early termination of the lease.

7. Do I owe any past due rent, fees, or other sums when I terminate my lease due to family violence? (See Texas Property Code 92.016(f))

Yes. However, if your lease doesn’t say something like “tenants may have special statutory rights to terminate the lease early in certain situations involving family violence,” then you are not liable for any delinquent, unpaid rent you owe your landlord when you terminate your lease. This applies to rent only. You will still need to pay any past due sums owed to the landlord before your lease terminates.

8. If I did everything I was supposed to do to terminate my lease following family violence and moved out, can my landlord charge me reletting fees, penalties, and additional rent for terminating my lease? (See Texas Property Code 92.016(b))

No. If you properly terminate your lease, your landlord may not charge you future rent, reletting fees (fees for breaking your lease), penalties, or any other future amounts due under your lease. Your landlord cannot report that you owe these amounts to credit reporting agencies or have a debt collector pursue you for them.

9. What about my security deposit? (See Texas Property Code, Section 92.101-109 and the FAQs in the Supreme Court of Texas Security Deposit Kit for more information.)

Terminating your lease early does not affect your rights to your security deposit. (See FAQ 4 above)

To be entitled to a refund of any portion of your security deposit, you must first give your landlord a forwarding address in writing. Within 30 days from the date you give the forwarding address AND move out, your landlord must:

- return the entire security deposit, or
- provide a written description and itemized list of deductions from the security deposit, such as utilities, rent owed for days you lived at the property, and damages beyond normal wear and tear, along with the return of any remaining amount of the security deposit.

You do not need to provide the address where you are living. You only need to provide an address where you can get mail. Depending on your situation, it may not be safe to list the address where you live. You can ask your landlord to keep your address confidential, but your landlord does not have a legal obligation to do so.

10. Can my landlord require me to sign a release of liability or give up any other rights I may have before allowing me to terminate the lease? For example, can a landlord require me to sign a release if the assault happened at their property or was committed by one of their employees? (See Texas Property Code 92.016(g))

No. You have an unconditional right to terminate your lease due to family violence under the law. Your landlord cannot make you give up these rights and cannot require you to do something that is not required under the Texas Property Code before allowing you to terminate your lease.

11. What if my landlord says they don't have to let me out of the lease or my lease doesn't say I can get out of my lease due to family violence?

It does not matter what the landlord says. You have a right to terminate the lease due to family violence, regardless of what the lease or landlord says.

12. What are my rights if my landlord won't release me from the lease or illegally charges me amounts after I properly terminated my lease?

You can sue your landlord for:

- a civil penalty of one month's rent plus \$500,
- your actual damages, and
- attorneys' fees

II. **Instructions for Filling out Notice of Termination of Lease Following Family Violence:**

- *To* – List the name of the landlord, manager, or agent. This should be the person to whom or the place where your rent is normally paid. Write the street address, unit number (if any), city, state, and ZIP of the landlord, manager, or agent.
- *From* – Write the tenant's name.
- *Method of Delivery:* (for your records, check all that apply)
 - ☐ Certified Mail, Return Receipt _____ (If you have questions, ask Post Office; keep tracking number.)
 - ☐ Regular Mail
 - ☐ Hand Delivery
 - ☐ Other method: _____
- *Notice of Termination:* Print the location of the leased property and the month, day, and year you will vacate the property.

If the family violence was done by someone who is a **co-tenant or occupant** of property, you can vacate immediately.

If the family violence was done by someone who is **NOT a co-tenant or occupant** of the property, you must give your landlord at least 30 days notice of the termination of the lease.

- *Forwarding Address:* Print the address where you want the landlord to send your security deposit. The address does not have to be where you are currently living, but it does have to be an address where you know you can receive mail. **While this notice form asks for confidentiality, your landlord is under no obligation to keep your forwarding address confidential. Keep that in mind when you provide a forwarding address if you are concerned about your abuser finding you.** You do not have to give a forwarding address, but under the law, your landlord is not required to return your security deposit unless you do so.
- *Documentation:* A copy of one of the following must be included to document the family violence:
 1. Any of the following can be used as proof of family violence against a tenant or occupant regardless of who commits the family violence:
 - ☐ **A Protective Order (PO):** A protective order is a court order protecting the tenant or occupant from family violence. It is issued by a county or district

court judge after a trial is held on the facts. It normally lasts for two years but can be extended or renewed.

☐ **A Magistrate's Emergency Protection Order (MEPO)** – When a person is arrested for family violence involving serious bodily harm or a deadly weapon and appears before the magistrate, the magistrate must issue emergency protective orders. If the incident did not involve serious bodily injury or a deadly weapon, the magistrate may issue emergency protective orders on the request of the arresting officer, victim or guardian of the victim, or the county or district attorney. (See Article 17.292 of the Texas Code of Criminal Procedure).

☐ **A Temporary Restraining Order (TRO)** – A judge may issue a temporary restraining order to protect a tenant or occupant who is involved in a divorce case while the divorce is pending.

☐ **Other Documentation of Family Violence:** A tenant or occupant can submit documentation of the family violence from:

- A licensed health care services provider who examined the victim
- A licensed mental health services provider who examined or evaluated the victim
- A family violence shelter advocate (an employee or volunteer with a family violence shelter that has had at least 20 hours of training in assisting victims).

2. You can also use the following as proof of family violence against a tenant or occupant if the family violence was not committed by a co-tenant or occupant:

☐ **A Temporary Ex Parte Protective Order (TEXPO)** – A temporary ex parte protective order is often issued by the court when a person applies for a protective order based on the person's affidavit or sworn declaration. It is valid for two weeks and can be extended until the court is able to hold a hearing on the matter.

- *Tenant Signature:* Sign, print your name, date it.

Notice of Termination of Lease
Following Certain Decisions Related to Military Service
Texas Property Code 92.017

TO: Landlord, Manager, or Agent

Name of Landlord/Manager/Agent

Address of Landlord/Manager/Agent

FROM: Tenant(s)

Print the full name of Tenant(s)

Print the rental property address where you live

METHOD OF DELIVERY (*Check all that apply. **Keep a photocopy of this notice.***):

- ☐ Certified Mail, Return Receipt (*If you have questions, ask the Post Office. Keep tracking number.*)
☐ Mail: _____
☐ Hand Delivery
☐ Other method: _____

NOTICE OF TERMINATION:

This is my notice to terminate my lease under Texas Property Code 92.017, which allows me to avoid liability for future rent and other sums normally charged for early termination of the lease.

My lease will terminate on _____. (*Read the instructions to determine when your lease will terminate, then print the month, day, and year the lease will terminate in the blank.*)

FORWARDING ADDRESS:

My forwarding address for the return of my security deposit is:

Print the complete forwarding address, including city, state, and zip code

You have 30 days from the date I give a forwarding address in writing and move out of the property to give me a written description of any itemized deductions and return any security deposit due.

DOCUMENTATION: ATTACHED IS A COPY OF THE FOLLOWING: *(Check the box that applies to you. See instructions and FAQs for more information):*

- ☐ For entering military service, a copy of an appropriate government document providing evidence of entrance into military service, or
- ☐ For military orders, a copy of the service member's military orders.

Tenant Signature

Printed Name

Date

**FAQs AND INSTRUCTIONS FOR
Early Termination of Lease Due to Military Service**
Texas Property Code, Section 92.017

Use This Form If:

- You are a tenant and a military service member or a spouse, child, or dependent of a service member, and want to end the lease early.

Do No Use This Form If:

- You want to end your lease early for any other reason.

Read these instructions carefully. References to Rules are to the Texas Rules of Civil Procedure, available at <http://www.txcourts.gov/rules-forms/rules-standards/>. These instructions are to be used with the "Notice of Termination of Lease Due to Military Service."

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

I. Frequently Asked Questions about Early Lease Termination

Definitions: 50 U.S.C. § 3911 Servicemembers Civil Relief Act

1. Who is a service member and what counts as military service? See 50 U.S.C. § 3911 and 10 U.S.C. § 101(a)(5)

A service member is a member of the Army, Navy, Air Force, Marine Corps, Space Force, or Coast Guard, or the commissioned corps of the National Oceanic and Atmospheric Administration or the Public Health Service.

For armed forces members, military service means active duty, including training. For the National Guard, military service means a call to active duty by the President or Secretary of Defense for more than 30 days to respond to a national emergency. For Public Health Service and National Oceanic and Atmospheric Administration, military service means active service. Military service includes medical or other lawful leave.

2. When can a service member terminate a lease and move out early due to military service? See Texas Property Code 92.017(b)(2).

A service member can terminate his or her lease and move out early after entering military service or receiving military orders regarding a permanent change of station or deployment for 90 days or more. A permanent change of station can include a change in a service member's home base, or when a service member retires or separates from the military. For the most up-to-date definition of permanent change of station, which can change frequently, see the most current version of the Joint Travel Regulations, Appendix A.

Instructions for Notice of Termination of Lease Following Certain Decisions Related to Military Service

Proper termination of a lease due to military service means you are not obligated to pay future rent or penalties, or other sums due for early termination. However, past due rent, fees, or other sums may be due. See FAQ 7.

3. Can anyone else terminate a service member's lease due to military service?

Yes. If the conditions in FAQ 1 are met, the following tenants can terminate the lease early:

- The service member's spouse,
- The service member's child,
- Anyone to whom the service member has provided at least half their support for the past 180 days.

In this situation, a "child" is generally defined as a person who is not married and:

- Is younger than 18 years old,
- Became permanently incapable of self-support before turning 18 years old, or
- Is between 18 and 23 years old and in school.

For a more detailed definition of "child," see 38 U.S.C. § 101(4)(A).

4. How do I properly terminate my lease? See Texas Property Code 92.017

To terminate your lease, you must:

- a. Give your landlord or your landlord's agent written notice of the termination of the lease, which you can do by using this "Notice of Termination of Lease Following Certain Decisions Related to Military Service;"
- b. Give your landlord or your landlord's agent the following documentation:
 - i. If the service member entered military service after the lease was signed, a copy of an appropriate government document providing evidence of entrance into military service, or
 - ii. If the service member received military orders, a copy of the service member's military orders.
- c. Vacate the property.

5. When is the termination of my lease effective? See Texas Property Code 92.017(d)

- a. Termination of your lease is effective:
 1. If you pay your rent monthly: After you've delivered the written notice of termination to your landlord or your landlord's agent, the lease terminates 30 days after the next rent payment is due. *For example, your rent is due on the first of each month. If you deliver written notice on April 1, your lease terminates 30 days later on May 1. If you deliver the written notice of termination on April 5 and your next rent payment is due May 1, the lease terminates on May 31; or*

2. If you do not pay your rent on a monthly basis: After you've delivered the written notice of termination to your landlord or your landlord's agent, the lease terminates on the last day of the next month. *For example, if you pay rent weekly and you deliver the written notice of termination on April 3, the lease terminates on May 31.*

6. Can I stop paying rent, fees, or other sums when I join the military, get my orders, or have been deployed?

No. You can stop paying rent, fees, or other sums only after you have given proper notice of termination, waited the required time until your lease terminates, and vacated the property. See **FAQs 1-3**.

7. Do I still owe any delinquent rent, fees, or other sums when I terminate my lease after joining the military or being deployed? See Texas Property Code 92.017(g)

Yes, you still owe delinquent rent, fees, or other sums. However, if your lease does not say something like "Tenants may have special statutory rights to terminate the lease early in certain situations involving military deployment or transfer," then you are not liable for any delinquent, unpaid rent you owe your landlord when you terminate your lease. This applies to rent only. You will still need to pay any past due fees and sums owed to the landlord before your lease terminates.

8. If I did everything I was supposed to do to terminate my lease and moved out, can my landlord charge me reletting fees, penalties, and additional rent for terminating my lease? (See Texas Property Code 92.017(b))

No. If you properly terminate your lease, your landlord may not charge you future rent, reletting fees (fees for breaking your lease), penalties, or any other future amounts due under your lease. Your landlord cannot report that you owe these amounts to credit reporting agencies or have a debt collector pursue you for them.

9. What about my security deposit? See Texas Property Code, Section 92.101-109 and the **FAQs in the Supreme Court of Texas Security Deposit Kit** for more information.

Terminating your lease early, if done properly, does not affect your rights to your security deposit.

To be entitled to a refund of any portion of your security deposit, you must first give your landlord a forwarding address in writing. Within 30 days from the date you give the forwarding address AND move out, your landlord must:

- return the entire security deposit, or
- provide a written description with an itemized list of deductions from the security deposit and return any remaining amount of the security deposit.

Instructions for Notice of Termination of Lease Following Certain Decisions Related to Military Service

You do not need to provide the address where you are living. You only need to provide an address where you can get mail.

10. Do I always have the right to terminate my lease for other military obligations? See Texas Property Code 92.017(i)-(k))

No. If you and your landlord have signed a document stating that you cannot terminate your lease if you move to base housing or other housing within 30 miles of the rental premises, you have waived (given up) the right to terminate but only for this particular military obligation. This document must be separate from the lease and comply with federal law.

Even if you and your landlord have signed a waiver and you move to base housing or other housing within 30 miles of the rental premises, the waiver does not apply if:

- (1) you, your spouse, or your dependents move into housing owned or occupied by family or relatives; or
- (2) you and your spouse or dependents move in whole or in part because of a significant financial loss of income caused by your military service. A "significant financial loss of income" means your household income has gone down by 10% or more because of your military service. A landlord is entitled to verify the loss of income. A pay stub or other statement of earnings from your employer is sufficient proof.

11. What are my rights if my landlord won't release me from the lease or illegally charges me amounts after I properly terminated my lease?

You can sue your landlord for:

- a civil penalty of one month's rent plus \$500,
- your actual damages, and
- attorneys' fees.

II. **Instructions for Filling out Notice of Termination of Lease Following Certain Decisions Related to Military Service:**

- *To* – List the name of the landlord, manager, or agent. This should be the person to whom or the place where your rent is normally paid. Write the street address, unit number (if any), city, state, and ZIP of the landlord, manager, or agent.
- *From* – Write the tenant's name and the address of the rental property where you live.
- *Method of Delivery:* (for your records, check all that apply)

☐ Certified Mail, Return Receipt (*If you have questions, ask Post Office; keep tracking number.*)

Instructions for Notice of Termination of Lease Following Certain Decisions Related to Military Service

- ☐ Mail: _____
- ☐ Hand Delivery
- ☐ Other method: _____

- **Notice of Termination:** Print the month, day, and year you will vacate the property.

To terminate your lease you must give your landlord the following notice:

- a. **If you pay your rent monthly:** After you've delivered the written notice of termination to your landlord or your landlord's agent, the lease terminates 30 days after the next rent payment is due. *For example, your rent is due on the first of each month. If you deliver written notice on April 1, your lease terminates 30 days later on May 1. If you deliver the written notice of termination on April 5 and your next rent payment is due May 1, the lease terminates on May 31; or*
- b. **If you do not pay your rent on a monthly basis:** After you've delivered the written notice of termination to your landlord or your landlord's agent, the lease terminates on the last day of the next month. *For example, if you pay rent weekly and you deliver the written notice of termination on April 3, the lease terminates on May 31.*
- **Forwarding Address:** Print the address where you want the landlord to send your security deposit. The address does not have to be where you are currently living, but it does have to be an address where you know you can receive mail. You do not have to give a forwarding address, but this is a requirement for your landlord to return your security deposit.
- **Documentation:** (See Texas Property Code 92.017(c)(2)):
 - ☐ If the service member entered military service after the lease was signed, a copy of an appropriate government document providing evidence of entrance into military service, or
 - ☐ If the service member received military orders, a copy of the service member's military orders.
- **Tenant Signature:** Sign, print your name, date it.

Notice of Termination of Lease
Following Sexual Abuse, Sexual Assault, or Stalking

Texas Property Code 92.0161

WARNING: ANY PERSON, INCLUDING A LANDLORD, MANAGER, OR AGENT, MAY NOT DISCLOSE INFORMATION RECEIVED IN A NOTICE OF TERMINATION DUE TO SEXUAL ABUSE, SEXUAL ASSAULT, OR STALKING, EXCEPT FOR A LEGITIMATE OR CUSTOMARY BUSINESS PURPOSE OR AS OTHERWISE REQUIRED BY LAW. Texas Property Code 92.0161(j). DO NOT DISCLOSE TO ANYONE OR ANY ENTITY WITHOUT TENANT'S CONSENT.

TO: Landlord, Manager, or Agent

Name of Landlord/Manager/Agent

Address of Landlord/Manager/Agent

FROM: Tenant(s)

Print full name of Tenant(s)

METHOD OF DELIVERY *(Check applicable box. **Keep a photocopy of this notice.**)*:

- ☐ Certified Mail, Return Receipt *(If you have questions, ask the Post Office. Keep tracking number.)*
☐ Mail: _____
☐ Hand Delivery
☐ Other method: _____

NOTICE OF TERMINATION:

This is my notice to terminate my lease under Texas Property Code 92.0161, which allows me to avoid liability for future rent and other sums you normally charge for early termination of the lease. I am terminating my lease and vacating on _____.

(Print month, day, and year you will vacate.)

(Note: the vacate date should be at least 30 days after the date you give this notice to the landlord.)

FORWARDING ADDRESS:

For my safety, please keep my forwarding address confidential. My forwarding address for the return of my security deposit is:

You have 30 days from the date I give a forwarding address in writing and move out of the property to give me a written description of any itemized deductions and return any security deposit due.

DOCUMENTATION: ATTACHED IS A COPY OF THE FOLLOWING: *(Check the box that applies to you. See instructions and FAQs for more information):*

For sexual assault, aggravated sexual assault, indecency with a child, sexual performance of a child, sexual abuse of a child, continuous sexual abuse of an individual with a disability as defined by Texas Penal Code 22.021(b)(3), or an attempt to commit these events:

- ☐ documentation of the assault or abuse, or attempted assault or abuse, of the victim from a licensed health care services provider who examined the victim; OR
- ☐ documentation of the assault or abuse, or attempted assault or abuse, of the victim from a licensed mental health services provider who examined or evaluated the victim; OR
- ☐ documentation of the assault or abuse, or attempted assault or abuse, of the victim from an employee or volunteer at a rape crisis center or family violence shelter with a sexual assault program, or any other individual authorized under Chapter 420, Government Code, who provided services to the victim; OR
- ☐ documentation of a protective order for sexual assault or trafficking issued under Subchapter A, Chapter 7B, Code of Criminal Procedure, except a temporary ex parte order is not sufficient evidence under this law.

For stalking:

- ☐ documentation of a protective order for stalking issued under Subchapter A or B, Chapter 7B, Code of Criminal Procedure, except a temporary ex parte order is not sufficient evidence under this law; OR
- ☐ documentation of the stalking from a licensed health care services provider, a licensed mental health services provider, or an employee or volunteer at a rape crisis center or family violence shelter with a sexual assault program or any other individual authorized under Chapter 420, Government Code; and
 - a law enforcement incident report or, if a law enforcement incident report is unavailable, another record maintained in the ordinary course of business by a law enforcement agency; and

- if the report or record does not use the victim's real name and identifies the victim by their initials or a pseudonym as defined by Article 58.001, Code of Criminal Procedure, a copy of the pseudonym form completed by the victim and returned under Article 58.152(a) of that code.

Tenant Signature

Printed Name

Date

FAQs AND INSTRUCTIONS FOR
Early Termination of Lease Following Sexual Abuse, Sexual Assault, or Stalking
Texas Property Code, Section 92.0161

Use This Form If:

- You want to end your lease early because of a sexual assault, sexual abuse, or stalking.

Do No Use This Form If:

- You want to end your lease early for any other reason.

Read these instructions carefully. References to Rules are to the Texas Rules of Civil Procedure, available at <http://www.txcourts.gov/rules-forms/rules-standards/>. These instructions are to be used with the "Notice of Termination of Lease Following Sexual Abuse, Sexual Assault, or Stalking."

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

I. Frequently Asked Questions about Early Lease Termination

1. Can I terminate my lease and move out early because of sexual abuse, sexual assault, or stalking?

Yes, you can end your lease and move out of the property without being obligated to pay future rent, penalties, or other amounts if:

- a. You are a victim, or you are a parent or guardian of a victim who resides with you, of stalking or one of the sexual offenses listed below, and
- b. The incident happened in the last six months, and
- c. You take the steps listed in **FAQ 2**, including giving 30 days' notice, and
- d. You include the documentation in **FAQ 3**.

The offenses that allow you to terminate your lease include, but are not limited to:

- 1) sexual assault or aggravated sexual assault, which includes but is not limited:
 - assaults where you were physically forced or coerced, or threatened with violence or harm;
 - situations where you were:
 - unconscious or physically unable to resist,
 - unable to understand or resist due to mental incapacity,
 - unaware the offense was occurring to you, or
 - given substances without your knowledge that impaired your ability to understand;
 - An assault becomes aggravated if the offender caused serious bodily injury, attempted to kill someone while committing the

assault, used or displayed a deadly weapon during the assault, caused a fear of being trafficked or kidnapped, or administered a substance that impaired your or the child's ability to understand or resist. An assault is also aggravated when the victim is younger than 14, over 65, or disabled.

See Texas Penal Code 22.011 and 22.021 for more information.

- 2) indecentcy with a child, which includes when a person who:
- has physical sexual contact with a child who is 16 or younger,
 - for their sexual gratification, exposes their genitals or anus to a child who is 16 or younger, or
 - for their sexual gratification, causes the child to expose their genitals or anus to the person or others.

See Texas Penal Code 21.11 for more information.

- 3) sexual performance by a child who resides with you and you are the parent or guardian of that child, which includes when a person uses, allows, or encourages a child who is 17 or younger to engage in sexual conduct or sexual performance in front of one or more persons.

See Texas Penal Code 43.25 for more information.

- 4) continuous sexual abuse of a child or an individual with a disability (as defined under Texas Penal Code 22.021(b)(3)) who resides with you and you are the parent or guardian of that person. See Texas Penal Code 21.02.
- "Continuous" means that the individual was sexually abused at least two times during a period that is 30 or more days. This statute was intended to increase the offender's level of punishment to a minimum of 25 years, up to 99 years, or life in prison.
- 5) an attempt to commit one of the offenses in 1) – 4) above; or
- 6) Stalking, which includes repeated harassing conduct that causes you or a member of your household to be afraid that you or your property may be harmed. See Texas Penal Code 42.072.

If you live in public or subsidized housing, or you have a Section 8 voucher, federal laws and rules may give you additional rights to end your lease early. For example, the Violence Against Women Act has additional protections. For more information, see <https://www.hud.gov/vawa#close>.

2. How do I properly terminate my lease? See Texas Property Code 92.0161(d)

To terminate your lease, you must:

- a. Give your landlord or your landlord's agent at least 30 days written notice of the termination of the lease, which you can do by using this "Notice of Termination of Lease Following Sexual Abuse, Sexual Assault, or Stalking;"
 - b. Give your landlord or your landlord's agent certain documentation of the sexual abuse, sexual assault, or stalking (See **FAQ 3**); and
 - c. Vacate the property.
3. What kind of documentation do I need to show that the sexual abuse, sexual assault, or stalking occurred? (See Texas Property Code 92.0161(c), (c-1))

- a. **For events involving sexual assault, aggravated sexual assault, indecency with a child, sexual performance by a child, sexual abuse, continuous sexual abuse of a child or an individual with a disability as defined by Texas Penal Code 22.021(b)(3), or an attempt to commit these events,** you must provide your landlord or your landlord's agent one of the following:

- 1) documentation of the event by a licensed health care services provider who examined the victim, a licensed mental health services provider who examined or evaluated the victim, or by an employee or volunteer at a rape crisis center or family violence shelter with a sexual assault program who provided services to the victim. See Texas Government Code, Sec. 420.051, Government Code; or
- 2) documentation of a sexual assault, sexual abuse, indecency assault, or trafficking protective order.

NOTE: A temporary ex parte sexual assault, sexual abuse, indecency assault, or trafficking order is not sufficient documentation under this law. A temporary ex parte order is typically issued without the presence of the alleged offender and only lasts a short period of time.

See Subchapter A, Chapter 7B, Code of Criminal Procedure.

- b. **For events involving stalking,** you must provide one of the following:
 - 1) documentation of a stalking protective order; **OR**
 - 2) documentation of the stalking from:
 - a. a licensed health care services provider who examined the victim, a licensed mental health services provider who examined or evaluated the victim, or an employee or volunteer at a rape crisis center or family violence shelter with a sexual assault program who provided services to the victim. See Texas Government Code, Sec. 420.051, Government Code, and

- b. law enforcement incident report, or if a law enforcement incident report is not available, other documentation of the incident by a law enforcement agency. If the report or document **uses** a pseudonym or the victim's initials, or does not use the victim's real name, you must also provide a copy of the pseudonym form. The pseudonym form is the document that the victim would have completed and submitted to the investigating law enforcement agency. To refresh the victim's memory of what this form looks like, visit <https://www.texasattorneygeneral.gov/crime-victims/services-crime-victims/pseudonym-forms-crime-victims>. See Texas Code of Criminal Procedure, Article 58.152.

NOTE: A temporary ex parte stalking protective order is not sufficient documentation under this law. A temporary ex parte order is typically issued without the presence of the alleged offender and only lasts a short period of time.

See Subchapter A, **Chapter** 7B, Code of Criminal Procedure.

4. Can I stop paying rent, fees, or other sums once the sexual assault, sexual abuse, or stalking has happened?

No. You can terminate your lease before it ends, but you still owe rent, fees, or other sums that were due for all the days you lived at the property. Once you have properly terminated the lease and vacated the property, you do not need to pay rent or fees for any days after you have moved out.

5. Do I owe any past due rent, fees, or other sums when I terminate my lease following a sexual assault, sexual abuse, or stalking? See Texas Property Code 92.0161(g)

Yes. However, if your lease doesn't say something like "Tenants may have special statutory rights to terminate the lease early in certain situations involving certain sexual offenses or stalking," then you are not liable for any delinquent, unpaid rent you owe your landlord when you terminate your lease. This applies to rent only. You will still need to pay any past due sums owed to the landlord before your lease terminates.

6. If I did everything I was supposed to do to terminate my lease following a sexual assault or stalking and moved out, can my landlord charge me reletting fees, penalties, and additional rent for terminating my lease? See Texas Property Code 92.0161(b)

No. If you properly terminate your lease, your landlord may not charge you future rent, reletting fees (fees for breaking the lease), penalties, or any other future amounts due under your lease. Your landlord cannot report that you owe these amounts to credit reporting agencies or have a debt collector pursue you for them.

7. What about my security deposit? See Texas Property Code, Section 92.101-109 and the FAQs in the Supreme Court of Texas Security Deposit Kit for more information.

Terminating your lease early, if done properly, does not affect your rights to your security deposit.

To be entitled to a refund of any portion of your security deposit, you must first give your landlord a forwarding address in writing. Within 30 days from the date you give the forwarding address AND move out, your landlord must:

- return the entire security deposit, or
- provide a written description with an itemized list of deductions from the security deposit and return any remaining amount of the security deposit.

You do not need to provide the address where you are living. You only need to provide an address where you can get mail. Depending on your situation, it may not be safe to list the address where you live. You can ask your landlord to keep your address confidential, but your landlord does not have a legal obligation to do so.

8. Can my landlord require me to sign a release or give up any other rights I may have before allowing me to terminate the lease? For example, can a landlord require me to sign a release because the assault happened at their property or was committed by one of their employees? (See Texas Property Code 92.0161(h))

No. You have an unconditional right to terminate your lease under the law following certain sexual offenses or stalking during the previous six months. Your landlord cannot make you give up these rights and cannot require you to do something that is not required under the Texas Property Code before allowing you to terminate your lease.

9. What are my rights if my landlord won't release me from the lease or illegally charges me amounts after I properly terminated my lease?

You can sue your landlord for:

- a civil penalty of one month's rent plus \$500,
- your actual damages, and
- attorneys' fees.

II. **Instructions for Filling out Notice of Termination of Lease Following Sexual Abuse, Sexual Assault, or Stalking:**

- *Text in Warning Box:* The warning language is for your landlord, property manager, or their agent. They must keep the information in the notice of termination confidential, unless they have a legitimate or customary business purpose or as otherwise required by law.

- *To* – List the name of the landlord, manager, or agent. This should be the person to whom or the place where your rent is normally paid. Write the street address, unit number (if any), city, state, and ZIP of the landlord, manager, or agent.
- *From* – Write the tenant's name.
- *Method of Delivery*: (for your records, check all that apply)

- ☐ Certified Mail, Return Receipt (*If you have questions, ask the Post Office. Keep tracking number.*)
- ☐ Mail: _____
- ☐ Hand Delivery
- ☐ Other method: _____

- *Notice of Termination*: Print the month, day, and year you will vacate the property.

To terminate your lease you must give your landlord at least 30 days notice before the termination of the lease.

- *Forwarding Address*: Print the address where you want the landlord to send your security deposit. The address does not have to be where you are currently living, but it does have to be an address where you know you can receive mail. **While this form asks for confidentiality, your landlord is under no obligation to keep your forwarding address confidential, so keep that in mind when you provide a forwarding address.** You do not have to give a forwarding address, but this is a requirement for your landlord to return your security deposit.
- *Documentation*: (See Texas Property Code 92.0161(c) and (c-1))

For events involving sexual assault, aggravated sexual assault, sexual performance of a child, sexual abuse of a child, or continuous sexual abuse of an individual with a disability as defined by Texas Penal Code 22.021(b)(3), you must provide your landlord or your landlord's agent one of the following:

- documentation of the assault or abuse, or attempted assault or abuse, of the victim from a licensed health care services provider who examined the victim; OR
- documentation of the assault or abuse, or attempted assault or abuse, of the victim from a licensed mental health services provider who examined or evaluated the victim; OR
- documentation of the assault or abuse, or attempted assault or abuse, of the victim from an employee or volunteer at a rape crisis center or family violence shelter with a sexual assault program, or any other individual authorized under Chapter 420, Government Code, who provided services to the victim; OR

- documentation of a protective order for sexual assault or trafficking issued under Subchapter A, Chapter 7B, Code of Criminal Procedure, except a temporary ex parte order is not sufficient evidence under this law.

For events involving stalking, you must provide one of the following:

- documentation of a protective order for stalking issued under Subchapter A or B, Chapter 7B, Code of Criminal Procedure, except a temporary ex parte order is not sufficient evidence under this law; OR
- documentation of the stalking from a licensed health care services provider, a licensed mental health services provider, or an employee or volunteer at a rape crisis center or family violence shelter with a sexual assault program, or any other individual authorized under Chapter 420, Government Code; and:
 - a law enforcement incident report or, if a law enforcement incident report is unavailable, another record maintained in the ordinary course of business by a law enforcement agency; and
 - if the report or record does not use the victim's real name and identifies the victim by their initials or a pseudonym as defined by Article 58.001, Code of Criminal Procedure, a copy of the pseudonym form completed by the victim and returned under Article 58.152(a) of that code.

Tenant Signature: Sign, print your name, date it.

Tenant's Request for Return of Security Deposit and Statement of Forwarding Address

Texas Property Code 92.101-110

TO: Landlord, Manager, or Agent

Name of Landlord/Managing Agent, Leasing Agent/Resident Manager

Address of Landlord/Managing Agent, Leasing Agent/Resident Manager

FROM: Tenant(s)

Print full name of Tenant(s)

METHOD OF DELIVERY (*Check applicable box. Keep a copy of this request.*):

- ☐ Mail _____
- ☐ Hand Delivery
- ☐ Email, if you have previously communicated by email or if allowed by the lease
- ☐ Other method if allowed by lease: _____

REQUEST: This is a request for the return of my security deposit. I was a tenant at:

Print name, unit, and/or address of the property you previously rented.

FORWARDING ADDRESS: The forwarding address for the return of my security deposit is as follows:

Print the forwarding address, including city, state, and zip code

You have 30 days from the date I give a forwarding address in writing AND surrender possession (move out) to return any security deposit due and give me a written description and itemized list of deductions.

Tenant Signature

Printed Name

Date

Tenant Phone Number

Request for Return of Security Deposit

**FAQs and Instructions for
Tenant's Request for Return of Security Deposit
and Statement of Forwarding Address**

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

Use This Form to:

- ☐ Use this form to ask Landlord for the return of your security deposit and to give Landlord your forwarding address. Make sure you read the security deposit section of your lease.

Do Not Use This Form if:

- ☐ You pay a fee with your rent instead of a security deposit to Landlord.

Read these instructions carefully. References to Rules are to the Texas Rules of Civil Procedure, available at <http://www.txcourts.gov/rules-forms/rules-standards/>. These instructions are to be used with the Tenant's Request for Return of Security Deposit and Statement of Forwarding Address.

I. Frequently Asked Questions about Security Deposits

1. What is a security deposit? Texas Property Code 92.102

A security deposit is money paid in advance by the tenant to the landlord to cover matters that might come up during the lease, such as property damages. Rent, application fees, rent paid in advance, and non-refundable fees are NOT considered security deposits.

2. What if I am paying a monthly fee instead of a security deposit? Texas Property Code 92.111

If you agreed at the beginning of your lease to pay a fee to your Landlord with your rent instead of a security deposit, those fees are likely not a security deposit, and this process probably does not apply to you.

3. Can I withhold my last month's rent and apply my security deposit to my rent? Texas Property Code 92.104, 92.108

No. Security deposits are not last month's rent and are separate from rent payments. Always pay your rent. Not paying any part of the last month's rent could make you liable to the landlord for three times the amount of rent you don't pay and landlord's attorney fees.

4. When can my landlord withhold all or part of my security deposit for damages to the property? Texas Property Code 92.104

The deposit can be used to repair damage to property beyond normal wear and tear.

Normal wear and tear means deterioration (damage) from the typical use of a property. It could include breakage due to age or worn condition, like worn carpet or peeling paint. It does not include problems caused by carelessness or abuse by you or your guests, like a large hole in the wall, broken window, or large stains on the carpet.

5. Can my landlord withhold my security deposit for rent or other charges I owe under my lease? Texas Property Code 92.104

Yes. If you owe rent or any other amount under your lease, your landlord can deduct from your security deposit. Read your lease to learn what those charges may be.

6. How can I get a refund of my security deposit? Texas Property Code 92.103, 92.112, and 92.113

Before moving out:

- Check your lease to see if you must give advanced written notice of your move-out within a certain time. For example, some leases may require 30 or 60 days advanced written notice. Even if your lease doesn't specify a time, it is good to give your landlord at least 30 days written notice. Keep a copy of the notice.
- Check your lease to see what type of "written" notice you must give. Some leases may allow notice to be given by electronic means, such as email to a specific email address or the tenant portal.
- If your lease says that you must give advanced written notice of moving out before your landlord is required to refund or account for your security deposit, it must be underlined or in **bold print**.

At move out:

- If you can, do a walk-through inspection with the landlord. If you don't already have an inventory and condition form, ask the landlord for a written, signed list of damage to the property, and keep a copy. If the landlord won't do a walk-through, inspect the unit with a friend and document any damages.
- Take photos or videotape of the property and its condition. For future reference, it is advisable to document the condition of the property before moving in.
- Follow any move-out requirements in your lease, which may include returning your keys.

Most importantly:

- Provide your landlord with a forwarding address in writing by mail, hand delivery, or by any manner allowed in your lease. Your forwarding address may be sent by email if you and the landlord or landlord's agent have previously communicated by email. You can use this Request by Tenant(s) for Return of Security Deposit and Statement of Forwarding Address to do this.

- You can provide your forwarding address to the landlord or the managing agent, leasing agent, or resident manager.
- The forwarding address does not need to be where you live, only a reliable place to receive mail. Keep a copy of the notice.
- The landlord has 30 days from the date you give a written forwarding address AND move out of the property (surrender possession) to return any security deposit due and give you a written description and itemized list of deductions.

7. How long does my landlord have to return my security deposit? Texas Property 92.103

Within 30 days from the date you gave your landlord a written forwarding address AND moved out (surrender the property), your landlord must:

- refund any security deposit due *and/or*
- provide a written description and itemized list of deductions from the security deposit.

If the landlord withholds any portion of the security deposit for repairs or other reasons, you are entitled to a written, itemized list of the damage and cost of repairs, along with the balance of your deposit after the deduction.

8. What can I do if I've moved, given a written forwarding address, and my landlord has not timely refunded my deposit and given a written description and itemized list of deductions? Texas Property Code 92.109

If you believe your deposit should have been refunded, disagree with the deductions, or the landlord doesn't give you a written description and itemized list of deductions, you can file a lawsuit. See Plaintiff/Tenant's Petition for Return of Security Deposit.

A court may find that a landlord acted in bad faith if the landlord failed to return a security deposit or provide a written description and itemized list of deductions on or before the 30th day after the date the tenant gives a written forwarding address AND surrenders possession (moves out).

A landlord, who in bad faith keeps a security deposit, is liable for \$100, three times the portion of the security deposit withheld, and attorney's fees.

A landlord, who in bad faith doesn't provide the written description and itemized list of deductions, loses the right to withhold any portion of the security deposit, sue the tenant for damage to the property, and is liable for tenant's reasonable attorney's fees.

II. **Instructions for Filling out Request to Request Return of Security Deposit:**

The italicized words below are from the Tenant's Request for Return of Security Deposit and Statement of Forwarding Address form.

- *To* – List the name of the landlord, managing agent, leasing agent, or resident manager. Write the street address, unit number (if any), city, state, and zip code of the landlord, manager, or agent.
- *From* – Write the tenant's name.
- *Method of Delivery:* (for your records, check all that apply)
 - ☐ Mail _____
 - ☐ Hand Delivery
 - ☐ Email, if you have previously communicated by email or if allowed by the lease
 - ☐ Other method if allowed by lease: _____
- *Request:* Print the name, unit, and/or address of the property you previously rented.
- *Forwarding Address:* Print the address where you want the landlord to send your security deposit. The address does not have to be where you are currently living, but it does have to be an address where you know you can receive mail.
- *Tenant Signature:* Sign, print your name, date it, and put your telephone number if you'd like for your landlord to be able to reach you by telephone.

Case Number _____

Name of Plaintiff

In the *(Check one)*
☐ Justice Court, Precinct _____
☐ County Court, Number _____

vs. _____ County, Texas

Name of Defendant(s) *(County Name)*

Plaintiff/Tenant's Petition for Return of Security Deposit
(Texas Property Code, Section 92.109)

1. Complaint

I file this petition against the Defendant/Landlord because the Defendant/Landlord failed to return my security deposit, **and/or** made improper deductions from my security deposit, **and/or** failed to provide a written description and itemized list of damages and charges. Section 92.109 of the Texas Property Code.

2. Parties in the Case

My name is: _____.
(Print full name of Plaintiff/Tenant(s))

The Defendant/Landlord in this case is: _____.
(Print full name of Defendant/ Landlord)

3. Service of Citation *(where the lawsuit will be served):*

The Defendant/Landlord's address:

Address City County State Zip Code

Phone (if known)

If necessary, I request alternative service.

4. Facts

I rented the property at _____.
Address City State Zip Code

I gave Defendant/Landlord a security deposit in the amount of \$_____.

I gave my forwarding address in writing to Defendant/Landlord by: *(Check applicable box.)*

- ☐ Mail _____
- ☐ Hand Delivery
- ☐ Email, if you have previously communicated by email or if allowed by the lease
- ☐ Other method if allowed by lease: _____

It has been more than thirty (30) days since I moved out of the property (*surrendered possession*) AND gave Defendant/Landlord my forwarding address in writing.

The Defendant/Landlord (*check and complete all that apply*):

- ☐ did not return the security deposit in the amount of \$ _____.
- ☐ improperly withheld a portion of the security deposit in the amount of \$ _____.
- ☐ did not provide a written description and itemized list of damages and charges within 30 days after I:

- 1) moved out of the property AND
- 2) provided a forwarding address in writing to Landlord.

I believe that Defendant/Landlord acted in bad faith. Texas Property Code 92.109(d) states if Landlord has not returned my security deposit or given me a written description and itemization of deductions within 30 days, the Landlord is presumed to have acted in bad faith.

5. Other Facts

The Court should also be aware of the following:

6. Email Address Consent

☐ **By checking this box**, I agree to receive any documents, notices, or pleadings about this case from the Court or the Defendant/Landlord at the following email address that I check daily. (*Some courts and parties do not use email.*): _____.

(Note: If you check this box, you may not receive copies by mail. You should check your email frequently for deadlines.)

7. Request for Relief

I respectfully request that this Court grant me the following (*Texas Property Code Section 92.109*):

- A civil penalty of \$100;
- Three times the amount of the security deposit wrongfully withheld;
- Court costs and reasonable attorney's fees; and
- Any other relief to which I am entitled.

Plaintiff/Tenant Signature

Plaintiff/Tenant Name

Address

City, State, Zip Code

Phone Number

Email Address (if you check it frequently)

Instructions for Return of Security Deposit Petition

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

Use this form if:

- ☐ You gave your Landlord your forwarding address in writing more than 30 days ago.
- ☐ You moved out more than 30 days ago.
- ☐ Your Landlord has not returned your security deposit to you, or did not give you a written description of what was deducted from your security deposit.
- ☐ You want the court to order your Landlord to return all or part of your security deposit.

Read these instructions carefully. References to Rules are to the Texas Rules of Civil Procedure, available at <http://www.txcourts.gov/rules-forms/rules-standards/>. These instructions are to be used with the Plaintiff/Tenant's Petition for Return of Security Deposit.

For FAQs about security deposits, read the FAQs and Instructions for Tenant's Request For Return of Security Deposit and Statement of Forwarding Address. Also, make sure you read the security deposit section of your lease.

1. *Complaint* – You do not need to complete or do anything here. It tells the judge what the Landlord did not do.
2. *Parties* – Write the name of the tenant(s) in the first line. Write the Landlord's name in the second line.
3. *Service of Citation* – Write Landlord's business address and phone number, if known.

Texas Rule of Civil Procedure 501.2(e) and Texas Rules of Civil Procedure 106.

4. *Facts* – Write the complete address of the rental property. Write the amount you paid as your security deposit.

You **MUST** have given Landlord your forwarding address in writing. Write where and how you gave the written notice. Email is only allowed if your lease says so.

Check what Landlord did or did not do

- Did not return the security deposit – write the amount of the security deposit.
- Kept some of the security deposit – write the amount Landlord kept.
- Did not give me a written description and list of damages and charges.

The Landlord may present evidence to the judge to show their actions were not in bad faith and that keeping any portion of your security deposit was reasonable.

5. *Other Facts* – If there are any other facts you want the judge to know, list them.
6. *Email Address Consent* – Check the box in this section if you agree to receive documents from the court or Defendant/Tenant at an e-mail address that you regularly use. If you check this box, it is important that you check the e-mail that you provide daily. The documents or notices you receive may contain short time-sensitive deadlines or hearing dates you may need to act upon quickly.

If you check this box, you may not receive copies by mail. You should check the email frequently for deadlines.

7. *Request for Relief*

You do not need to do anything here. It tells the judge what you want. These are the things you can get if Defendant acted illegally with your security deposit

Sign and print your name and write in all your contact information.

Case Number _____
(The Clerk's office will fill in the Case Number when you file this form)

Name of Plaintiff

vs.

Name of Defendant(s)

In the (Check one)

☐ Justice Court, Precinct _____

☐ County Court, Number _____

_____ County, Texas
(County Name)

JUDGMENT

On this day, came on to be heard Plaintiff/Tenant's Petition for Return of Security Deposit.

Based on all related documentation, pleadings, and evidence before the Court, pursuant to Section 92.109 of the Texas Property Code,

☐ the Court finds for Defendant/Landlord. Plaintiff/Tenant takes nothing.

IT IS ORDERED: Judgment for Defendant. Plaintiff takes nothing. (Check all that apply.)

☐ Plaintiff must pay Defendant's court costs in the amount of \$_____.

☐ Plaintiff must pay Defendant's reasonable attorney's fees in the amount of \$_____ (if allowed by lease).

☐ the Court finds for Plaintiff/Tenant. Defendant/Landlord did NOT act in bad faith.

IT IS ORDERED: (Check all that apply.)

☐ Defendant is to pay Plaintiff \$_____.

☐ Defendant must pay Plaintiff's court costs in the amount of \$_____.

☐ Defendant must pay Plaintiff's reasonable attorney's fees in the amount of \$_____.

☐ the Court finds for Plaintiff/Tenant. Defendant/Landlord did act in bad faith.

IT IS ORDERED: (Check all that apply.)

- ☐ Defendant is to pay Plaintiff a civil penalty of \$100.
- ☐ Defendant must pay Plaintiff three times the security deposit of \$_____ for a total of \$_____.
- ☐ Defendant must pay Plaintiff's court costs in the amount of \$_____.
- ☐ Defendant must pay Plaintiff's reasonable attorney's fees in the amount of \$_____.

Date signed: _____

HONORABLE JUDGE PRESIDING