

LOCKS AND OTHER SECURITY DEVICES

The Texas Property Code, Subchapter D, Sections 92.151 – 92.170, guarantees a tenant's right to certain locks, also known as security devices. This document identifies the security devices that are required in every rental dwelling and explains which additional locks the landlord must install at the tenant's expense. A tenant can never waive the right to the security devices described in this brochure, even if a lease states that the landlord does not have to provide them. The law applying to security devices is complicated. We strongly suggest that you consult an attorney if you have questions about your rights regarding locks and other security devices.

NOTE: Subchapter D does not apply to residential housing owned or operated by a public or private college or university accredited by a recognized accrediting agency as defined under Section 61.003 of the Texas Education Code.

Security Devices the Landlord Is Required to Pay For

Every rental unit in Texas should be equipped with the following security devices at the time that the tenant takes possession of the unit:

1. One window latch on each exterior window in the dwelling;
2. A doorknob lock or keyed deadbolt on each exterior door*;
3. A keyless bolting device (i.e. a keyless deadbolt) on each exterior door**;
4. A door viewer on each exterior door;
5. A sliding door pin lock AND either a handle latch or a security bar on each exterior sliding glass door.

A landlord is required to change or rekey locks within seven days of the date a new tenant moves into the unit.

* The landlord does not have to install any additional keyed locks if at least one exterior door usable for normal entry has both a keyed deadbolt and a keyless bolting device, and all other exterior doors have a keyless bolting device at the time the tenant agrees to lease the dwelling.

** The only exception to not installing a keyless bolting device is when the tenant is older than 55 years or has a mental or physical disability and the written lease requires or allows the landlord to check on the health or well-being of the tenant.

Tenant Remedies if the Landlord Does Not Install or Rekey a Required Security Device

If the landlord fails to install a required security device or fails to rekey a lock after the tenant

turnover date and the tenant does not owe the landlord any money, the tenant may, without written request:

1. Install or rekey the security device and deduct the cost of material, labor, taxes and extra keys from the tenant's next rent payment; and
2. File suit against the landlord for compliance and obtain a judgment for:
 - A court order directing the landlord to comply (available only in county and district courts);
 - Actual damages;
 - Court costs; and
 - Attorney's fees (except in suits for recovery of property damages, personal injuries, or wrongful death).

If a tenant serves a landlord with a written request to install or rekey a security device, the landlord has three days to comply. However, if the lease contains a provision that is underlined or in bold print and notifies the tenant of the rights described thus far, the landlord has seven days to comply. If the landlord does not comply with the tenant's written request and the tenant does not owe the landlord any money, the tenant may:

1. Unilaterally terminate the lease without court proceedings; and
2. File suit against the landlord for compliance and obtain a judgment for:
 - A court order directing the landlord to comply (available only in county and district courts);
 - Actual damages;
 - Punitive damages (if actual damages suffered);
 - Civil penalty of one month's rent plus \$500;
 - Court costs; and
 - Attorney's fees (except when the suit seeks damages for property, personal injuries, or wrongful death).

In the above cases, the landlord has a defense to liability if the tenant has not fully paid all rent then due on the date the tenant requests installation of a lock or requests rekeying, or on the date the tenant terminates the lease or files suit, the tenant has not fully paid costs requested by the landlord for repairing or replacing a security device.

Changing the Locks After an Actual or Attempted Break-In

The tenant may request a landlord install or rekey a lock after an actual or attempted break-in in the tenant's unit, or an actual or attempted break-in or a crime of personal violence in the apartment complex within the past two months. If the tenant notifies the landlord of the actual or attempted break-in at the time of the request and the tenant has made any required advance payment, the landlord must comply with the request within three days.

Security Devices the Tenant Must Pay For

A landlord is required to install or rekey certain security devices, but the tenant must pay for

them. However, the landlord may not charge more than the total cost of labor, material, taxes, and extra keys. At the tenant's request and if the tenant does not owe the landlord any money, a landlord must install:

1. A keyed deadbolt on an exterior door if the door has:
 - A doorknob lock but not a keyed deadbolt or
 - A keyless bolting device but not a keyed deadbolt or doorknob lock (see * above);
2. A security bar on each exterior sliding glass door if the door already has a pin lock and a handle latch; and
3. Additional rekeying of a lock as many times as the tenant wants.

The tenant is only required to pay for the installation or rekeying of locks described above. The landlord may require advance payment if a written lease authorizes such advance payment and the tenant is either more than 30 days delinquent in reimbursing the landlord for previous lock changes or the same lock has been changed within the previous 30 days.

Tenant Remedies if the Landlord Does Not Repair, Add, or Rekey a Security Device Requested by the Tenant

If the landlord fails to install or rekey a security device requested by the tenant in accordance with the time limits set forth in the Texas Property Code, the tenant may:

1. install, repair, change, replace, or rekey the security device and deduct the cost of material, labor, taxes, and extra keys from the next month's rent payment;
2. Unilaterally terminate the lease without court proceedings; and
3. File suit against the landlord and get a judgment for:
 - A court order for landlord's compliance;
 - Actual damages;
 - Punitive damages (if actual damages suffered);
 - Civil penalties of one month's rent plus \$500;
 - Court costs; and
 - Attorney's fees (except in suits for recovery of property damages, personal injuries, or wrongful death).

Changing the Locks After an Actual or Attempted Break-In or Crime of Personal Violence

A landlord must comply with a tenant's request for rekeying, changing, installing, repairing, or replacing a security device within a reasonable time. A reasonable time is presumed to be seven days of receipt of the tenant's written request and any required advance payment. But a reasonable time is presumed to be 72 hours after receipt of the tenant's written request and any required advance payment if the tenant informs the landlord that an unauthorized entry occurred or was attempted in the tenant's dwelling; an unauthorized entry occurred or was attempted at another unit in the apartment complex within the past two months; or a crime

of personal violence occurred in the complex during the two months preceding the date of the request.

Security Devices Requested and Paid for by the Tenant

At the tenant's request, a landlord is required to install, rekey or change certain security devices, but the tenant must pay for them. However, the landlord may not charge more than the total cost of labor, material, taxes, and extra keys. At the tenant's request, a landlord must install:

1. A keyed deadbolt on an exterior door if the door has:
 - A doorknob lock but not a keyed deadbolt; or
 - A keyless bolting device but not a keyed deadbolt or doorknob lock (see * above), and
2. A sliding door handle latch or sliding door security bar if the door is an exterior sliding glass door without a sliding door handle latch or sliding door security bar; and
3. A door viewer (peephole) if the door does not have a door viewer.

There is no limit to the number of times a tenant may request the rekeying of a lock.

The tenant is only required to pay for the installation, rekeying or changing of locks described above. The landlord may require advance payment if a written lease authorizes such advance payment and the tenant is either more than 30 days delinquent in reimbursing the landlord for previous lock changes or the same lock has been changed within the previous 30 days.

A landlord may not require a tenant to pay for repair or replacement of a security device due to normal wear and tear.

NOTE: Effective for leases signed or renewed on or after January 1, 2016, if a tenant vacates the premises in breach of a written lease, the landlord may deduct from the tenant's security deposit the reasonable cost incurred by the landlord to rekey a required security device but only if the lease includes a provision that is underlined or printed in boldface type authorizing the deduction.

How to Request a Security Device

No matter what security device the tenant is asking for, it is best to do it in writing. The tenant should keep a copy of the letter and mail the original to the landlord by both regular first class mail and certified mail, return receipt requested. If the tenant hand-delivers the notice it is best to take a witness who is over the age of 18 years and to request a receipt from the landlord proving that the landlord received the request.

Miscellaneous

Except as provided in this brochure, a tenant cannot alter or install any security device

without the landlord's permission. Any alterations the tenant makes become a permanent fixture of the dwelling and cannot be removed when the tenant vacates.

Security Devices Defined

The Texas Property Code provides the following definitions of the security devices found in Chapter 92, Subchapter D:

- Sliding door pin lock means a lock, consisting of a pin or a nail inserted from the interior side of the door at the side opposite the door's handle and that is designed to prevent the door from being opened or lifted.
- Window latch means a device on a window that prevents the window from being opened and that is operated without a key and only from the interior.
- Door viewer means a permanently installed device in an exterior door that allows a person inside the dwelling to view a person outside the door.
- Rekey means to change or alter a security device that is operated by a key, card, or combination so that a different key, card, or combination is necessary to operate the security device.
- Sliding door handle latch means a latch or lock that is located near the handle on a sliding glass door, operated with or without a key, and designed to prevent the door from being opened.
- Sliding door security bar means a bar or rod that can be placed at the bottom of or across the interior side of the fixed panel of a sliding glass door and that is designed to prevent the door from being opened.
- Tenant turnover date means the date a new tenant moves into a dwelling under a lease after all previous tenants have moved out.
- Keyed deadbolt means either:
 1. A door lock not in the doorknob that locks with a bolt into the doorjamb and is operated from the exterior by a key, card, or combination and from the interior without a key, card, or combination; or
 2. A doorknob lock that contains a bolt with at least a one-inch throw.
- Keyless bolting device means a door lock not in the doorknob that either locks:
 1. With a bolt into a strike plate and is operable only by knob or lever from the door's interior and not in any manner from the door's exterior and that is commonly known as a keyless deadbolt;
 2. By a drop bolt system operated by placing a central metal plate over a metal door jamb restraint that protrudes from the doorjamb and that is affixed to the doorjamb frame by means of three case-hardened screws at least three inches in length; or
 3. By a metal bar or metal tube placed across the entire interior side of the door and secured in place at each end of the bar or tube by heavy-duty metal screw hooks.
- A keyless bolting device does NOT include a chain latch, flip latch, surface-mounted barrel bolt, surface-mounted slide bolt, mortise door bolt, surface-mounted swing bar door guard, spring-loaded night latch, foot bolt, or other lock or latch.

The information in this brochure is a summary of the subject and other pertinent matters. It should not be considered conclusive or a substitute for legal advice. Unique facts can render broad statements inapplicable. Anyone needing legal assistance should contact an attorney.