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BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:

CHAPTER 4-14 [REISTRATION OF] RENTAL PROPERTY

DIVISION 1 [~~ARTICLE 2~~]. RENTAL REGISTRATION APPLICATION.

DIVISION 2 ~~[ARTICLE 3]~~. OPERATION.

DIVISION 3 ~~[ARTICLE 4]~~. INSPECTION.

DIVISION 4 [ARTICLE 5]. ENFORCEMENT.

PART 3. City Code Chapter 4-14 (*Rental Property*) is amended to add a new Article 2 (*Notice of Proposed Eviction*) to read:

30 **ARTICLE 2. NOTICE OF PROPOSED EVICTION.**

31 **§ 4-14-101 PURPOSE AND APPLICABILITY.**

- 32 (A) The purpose of this article is to provide a residential tenant with additional
33 time, information, or resources to prevent eviction filings, displacement, and
34 homelessness.
- 35 (B) This article applies to a landlord who may evict a residential tenant on or
36 after September 11, 2022.

37 **§ 4-14-102 DEFINITIONS.**

38 In this article:

- 39 (1) DELINQUENT PAYMENT means rent, fee, or other charge owed under the
40 lease that is not paid timely.
- 41 (2) DWELLING means one or more rooms rented for use as a residence.
- 42 (3) LANDLORD means a person who owns, leases, or subleases a dwelling and
43 includes the landlord's manager or agent.
- 44 (4) NOTICE OF PROPOSED EVICTION means a notice that precedes a notice
45 to vacate in accordance with Texas Property Code Section 24.005(e) and
46 complies with the requirements found in Section 4-14-104 (*Requirements*).
- 47 (5) NOTICE TO VACATE means the statutory notice to vacate required by
48 Section 24.005 of the Texas Property Code that must precede the filing of an
49 eviction suit.
- 50 (6) TENANT means a person, or a member of their household, who is
51 authorized to occupy a dwelling to the exclusion of others.

52 **§ 4-14-103 ADMINISTRATIVE RULE.**

53 The city manager is authorized to adopt a form notice of proposed eviction by rule
54 and in accordance with Chapter 1-2 (*Adoption of Rules*).

55 **§ 4-14-104 REQUIREMENTS.**

- 56 (A) Except as provided in Subsection (E), a landlord shall give a tenant a notice
57 of proposed eviction prior to giving the tenant a notice to vacate.

- 59 (B) A notice of proposed eviction must be in writing and include:
- 60 (1) a statement that complies with Subsection (D);
- 61 (2) the lease violations that may result in an eviction;
- 62 (3) a right for the tenant to cure any violations, including delinquent
- 63 payments or other lease violations;
- 64 (4) the time period to cure the lease violations described in (B)(2); and
- 65 (5) if required, the time period to respond to the landlord.
- 66 (C) A notice of proposed eviction shall be:
- 67 (1) provided to a tenant in a manner described in Section 24.005(f) of the
- 68 Texas Property Code;
- 69 (2) delivered using an email address or web portal the landlord uses to
- 70 communicate with the tenant in the regular course of business activity;
- 71 or
- 72 (3) posted on the front door of the tenant's dwelling.
- 73 (D) The statement shall:
- 74 (1) be in 16-point font, bold typeface, and underlined;
- 75 (2) be placed at the top of the first page of the notice of proposed
- 76 eviction; and
- 77 (3) include the following text in English and Spanish: "A NOTICE OF
- 78 PROPOSED EVICTION AND OPPORTUNITY TO CORRECT
- 79 LEASE VIOLATIONS. YOU DO NOT HAVE TO MOVE WHEN
- 80 YOU GET THIS NOTICE. YOU MUST CONTACT YOUR
- 81 LANDLORD AS SOON AS POSSIBLE. FAILURE TO CONTACT
- 82 YOUR LANDLORD MAY END THE OPPORTUNITY TO
- 83 CORRECT LEASE VIOLATIONS. [Spanish translation to be
- 84 added]"
- 85 (E) A landlord is not required to provide a notice of proposed eviction if:
- 86

- 87 (1) the actions of the tenant, or the tenant's household members or guests,
88 pose an imminent threat of physical harm to the landlord, the
89 landlord's employees, or other tenants, including other tenants within
90 the household;
- 91 (2) the tenant, or the tenant's household members or guests, engage in
92 criminal activity;
- 93 (3) an insured casualty loss such as fire, smoke, hail, explosion, or a
94 similar cause creates a condition that makes the residential premises
95 totally unusable;
- 96 (4) the tenant, or the tenant's household members or guests, intentionally
97 damages property on the premises; or
- 98 (5) the tenant holds over after giving notice of termination or intent to
99 vacate.

100 **§ 4-14-105 TIME TO CURE LEASE VIOLATIONS.**

- 101 (A) A landlord shall provide a tenant with a specific number of days to cure
102 lease violations.
- 103 (B) The minimum time period to cure a lease violation is 21 days.

104 **§ 4-14-106 TIME PERIOD TO RESPOND TO LANDLORD.**

- 105 (A) A landlord may require a tenant to respond to the notice of proposed eviction
106 within a specific time period.
- 107 (B) The minimum time period to respond to the landlord is 14 days.
- 108 (C) If a landlord requires a tenant to respond to the notice of proposed eviction,
109 the landlord must allow the tenant to respond in writing, including by
110 electronic mail or web portal used to communicate with tenants in the
111 regular course of business activity.
- 112 (D) If the tenant fails to respond to the landlord within the timeframe described
113 in Subsection (A), the landlord may give a notice to vacate before the time
114 period to cure lease violations expires.

116 **§ 4-14-107 NOTICE TO VACATE WITHOUT EFFECT.**

117 In accordance with Section 24.005(e) of the Texas Property Code, a notice to
118 vacate shall have no effect if the notice of proposed eviction:

- 119 (1) fails to comply with this article; or
- 120 (2) is given before the time period to cure lease violations expires.

121 **PART 4.** Chapter 4-14 of the City Code is amended to add a new Article 3 (*Tenant Right*
122 *to Organize*) to read as follows:

123 **ARTICLE 3. TENANT RIGHT TO ORGANIZE.**

124 **§ 4-14-121 PURPOSE.**

125 The purpose of this article is to grant a right to a tenant to establish or participate in
126 a tenant organization.

127 **§ 4-14-122 DEFINITIONS.**

128 In this article:

- 129 (1) ACCOUNTABLE OFFICIAL means the City officer or employee
130 designated to administer, implement, and enforce this article.
- 131 (2) DWELLING means one or more rooms rented for use as a residence.
- 132 (3) LANDLORD means a person who owns, leases, or subleases a dwelling and
133 includes the landlord's manager or agent.
- 134 (4) LEASE means any written or oral agreement between a landlord and tenant
135 that establishes or modifies the terms, conditions, rules, or other provisions
136 regarding the use and occupancy of a dwelling.
- 137 (5) ON-SITE AREA means a community room or other available space for
138 meetings that is located at the premises.
- 139 (6) PREMISES means a tenant's dwelling, any on-site area or facility the lease
140 authorizes the tenant to use, and the appurtenances, grounds, and facilities
141 held out for the use of tenants generally.
- 142 (7) TENANT means a person, or a member of their household, who is
143 authorized to occupy a dwelling to the exclusion of others.

144 **§ 4-14-123 ADMINISTRATION AND ENFORCEMENT.**

- 145 (A) The accountable official administers, implements, and enforces this article.
- 146 (B) The accountable official may adopt rules under Chapter 1-2 (*Adoption of*
- 147 *Rules*) to implement, administer, and enforce this article.

148 **§ 4-14-124 RIGHT ESTABLISHED.**

- 149 (A) A tenant may establish and participate in a tenant organization.
- 150 (B) A tenant establishes or participates in a tenant organization if the tenant
- 151 engages in one or more of the following activities:
- 152 (1) initiates contact with other tenants related to tenant organizing;
- 153 (2) posts information related to tenant organizing on a bulletin board that
- 154 is available for use by tenants generally;
- 155 (3) distributes information related to tenant organizing to other tenants in
- 156 an on-site area or facility that is available for use by tenants generally;
- 157 (4) meets or attempts to meet with tenants, non-tenants, or organizations
- 158 in:
- 159 (a) an on-site area that is generally available to any tenant;
- 160 (b) a tenant's dwelling; or
- 161 (c) an off-site area;
- 162 (5) communicates with non-tenant individuals or organizations related to
- 163 tenant organizing;
- 164 (6) proposes that the landlord modify facilities or services available at the
- 165 premises; or
- 166 (7) formulates responses to landlord actions related to rent, changes in
- 167 services or facilities available at the premises, or conversions of rental
- 168 property into non-residential use or condominiums.
- 169 (C) In this article, initiating contact with other tenants includes, but is not limited
- 170 to, conducting door-to-door surveys of tenants to ascertain interest in
- 171

172 establishing a tenant organization or offering information about tenant
173 organizations.

- 174 (D) Nothing in this article requires a tenant to establish or participate in a tenant
175 organization.

176 **§ 4-14-125 RETALIATION PROHIBITED.**

- 177 (A) A landlord may not retaliate against a tenant if the tenant establishes,
178 attempts to establish, or participates in a tenant organization.
- 179 (B) A landlord retaliates against a tenant if, within the previous six months, the
180 tenant established, attempted to establish, or participated in a tenant
181 organization and the landlord:
- 182 (1) deprives the tenant of the use of the premises, except for reasons
183 authorized by law;
 - 184 (2) decreases services to the tenant except as provided for in Subsection
185 (C);
 - 186 (3) increases the tenant's rent or other fees except as provided for in
187 Subsection (C);
 - 188 (4) substantially interferes with the tenant's rights under the tenant's lease;
189 or
 - 190 (5) issues a notice to vacate or files an eviction proceeding except as
191 provided for in Subsection (D).
- 192 (C) A landlord does not retaliate against a tenant if the landlord:
- 193 (1) assesses a fee that is included in the tenant's written lease and
194 imposed on each tenant for the use of an on-site area or facility;
 - 195 (2) increases rent under an escalation clause in the tenant's written lease
196 for utilities, taxes, or insurance; or
 - 197 (3) increases rent or reduces services as part of a pattern of rent increases
198 or service reductions applicable to each tenant at the premises.
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(D) A landlord does not retaliate against a tenant if the landlord issues a notice to vacate or files an eviction proceeding because:

- (1) the actions of the tenant, or the tenant's household members or guests, pose an imminent threat of physical harm to the landlord, the landlord's employees, or other tenants, including other tenants within the household;
- (2) the tenant, or the tenant's household members or guests, engage in criminal activity;
- (3) an insured casualty loss such as fire, smoke, hail, explosion, or a similar cause creates a condition that makes the residential premises totally unusable;
- (4) the tenant is delinquent in rent when the landlord gives notice to vacate or files an eviction action;
- (5) the tenant, or the tenant's household members or guests, intentionally damage property on the premises;
- (6) the tenant holds over after giving notice of termination or intent to vacate; or
- (7) the tenant has materially breached the lease, other than by holding over, by an action such as violating written lease provisions.

(E) A material breach of the lease does not include establishing, attempting to establish, or participating in a tenant organization.

(F) In this article, criminal activity does not include establishing, attempting to establish, or participating in a tenant organization.

§ 4-14-126 OFFENSE AND PENALTY.

(A) A person who violates this article commits a misdemeanor punishable as provided by Section 1-1-99 (*Offenses; General Penalty*).

(B) A culpable mental state is not required and need not be proved for an offense punishable under this section.

