

UNLAWFUL UTILITY INTERRUPTION

ATTENTION: _____ (LANDLORD/AGENT/MANAGER)

I, _____, am a tenant at _____
_____.

On _____, you or your agent caused my ☐ water ☐ gas ☐ wastewater ☐ electricity service to be interrupted in violation of §92.008 of the Texas Property Code.

Specifically: ☐ I was not given proper written notice prior to the utilities being interrupted.
☐ You cannot legally interrupt these utilities according to this section.
☐ The utilities were not restored once the rent or electric bill was paid.

Unless this service is restored immediately, I will use the legal remedies available below in section (f).

Signed: _____ Date: _____

§ 92.008. Interruption of Utilities

(a) A landlord or a landlord's agent may not interrupt or cause the interruption of utility service paid for directly to the utility company by a tenant unless the interruption results from bona fide repairs, construction, or an emergency.

(b) A landlord may not interrupt or cause the interruption of water, wastewater, gas, or electric service furnished to a tenant by the landlord as an incident of the tenancy or by other agreement unless the interruption results from bona fide repairs, construction, or an emergency.

(f) If a landlord or a landlord's agent violates this section, the tenant may:

- (1) either recover possession of the premises or terminate the lease; and
- (2) recover from the landlord an amount equal to the sum of the tenant's actual damages, one month's rent or \$500, whichever is greater, reasonable attorney's fees, and court costs, less any delinquent rents or other sums for which the tenant is liable to the landlord.