

installed at the landlord's expense even if the tenant has not requested them.

If a tenant requests, the landlord must also install, at the tenant's expense, a keyed deadbolt on an exterior door if the door presently has:

- A doorknob lock, but not a keyed deadbolt, or
- A keyless bolting device but not a keyed deadbolt or doorknob lock.

Additionally, a tenant can request a sliding-door pin lock or sliding-door security bar if the door is an exterior sliding-glass door that lacks these devices.

A landlord must comply with a tenant's request within seven days

The statute requires a landlord to comply within a reasonable time after a request for rekeying, installing, or repairing is received. Seven days is presumed to be reasonable. This rule does not apply to the rekeying requirement after tenant turnover or for security devices required without tenant request—those must be installed immediately, if they are absent.

In some situations, the seven-day time period could be shortened, like if there has been an unauthorized entry or crime. In other instances, it could be lengthened, like if requirements are met to oblige the tenant to pay in advance before a repair is made. Likewise, the landlord has a statutorily allowed exception to the seven-day requirement if, notwithstanding the landlord's diligence:

- The landlord, through no fault of his own, did not know of the tenant's request
- Materials, labor, or utilities were not available
- Circumstances beyond the landlord's control caused the delay.

All security devices must work while the tenant is in possession

Generally speaking, all security devices must remain operable during the entire time a tenant is in possession of the property. However, a landlord can deactivate or remove the locking mechanism of a doorknob or other device not qualifying as a keyless bolting device if a keyed deadbolt has been installed on the same door.

Remember, a landlord has a duty to repair or replace a security device when requested or notified by the tenant that the device is inoperable or needs repair or replacement.

All notices or requests by tenants must be in writing, if ...

The Property Code allows requests under this statute to be made orally,

What if some but not all of the tenants renting a particular property move out? Am I still required to rekey?

No. The turnover date is when *all* previous occupants have moved out.



unless a written lease states otherwise in underlined or bolded print. However, Texas Association of REALTORS® Form 2001, *Residential Lease*, contains underlined language in Paragraph 19 that requires any such request to be in writing.

You break it, you pay for it

A landlord can require a tenant to pay for a security device the tenant or tenant's guest misused or damaged, if a written lease authorizes it in underlined language. The TAR *Residential Lease* contains the necessary language.

The landlord can also require a tenant to pay ahead of time for the repair or replacement if a written lease allows it and certain other requirements are met. Keep in mind there are limitations on how much can be charged. Additionally, if a management company pays and the tenant is not liable for the damage, the owner must reimburse the management company. Lastly, if a security device malfunctions due to normal wear and tear, a landlord cannot require a tenant to pay for it.

Once installed, a security device becomes a fixture of the property

Security devices belong to the owner. A tenant may not remove or alter a security device without permission of the landlord.

If a landlord fails to comply, a tenant has rights

If a landlord fails to install a security device that is required without a tenant request or if the landlord fails to rekey within seven days after a tenant turnover, a tenant can do one or more of the following:

- Install or rekey the lock themselves and deduct the reasonable cost of materials, labor, extra