



SB 38 and Texas Eviction Reform: Information and Resources for JPs and Constables

Presented in collaboration
with the Texas Justice Court Training Center

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Disclaimer

The information supplied during this program and the opinions expressed are those of the author and not the Texas Apartment Association. There is no intention to give, and nothing said should be taken as, legal advice. The information provided is general in nature and is not intended to address particular legal issues. The purpose of this information is to educate and provide food for thought. There are no industry standards in the areas of concern and there is no desire to create industry standards.

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Agenda



01 SB 38 Intent and Overview

02 Eviction Resources

03 Revised Notices

04 Updated TAA Lease

05 Supreme Court Rule Updates

06 Questions

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Legislative Intent of SB 38

A bill aimed at **streamlining the eviction process** and **addressing the challenges property owners face when dealing with unlawful occupants**.

SB 38 aligns with broader legislative priorities beyond property rights, including reducing court backlog and maintaining housing stability.



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Legislative Intent of SB 38

Author/Sponsor Statement of Intent

- SB 38 establishes a process to adjudicate cases in civil courts when a property owner is denied access to their property by someone who has no legal right to remain on the property.
- In those cases involving no genuine dispute over the owner's right to possession – non-payment of rent cases – returning the property to the owner should be straightforward and efficient.
- This legislation is about returning property to property owners in those cases where there are no valid competing claims to possession without forcing them having to subsidize months and months of free rent, property damage and other costs.

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SB 38: Overview

Pre-Suit Notice
and Notice
Delivery

Service of Eviction
Petitions and Writs
of Possession

Summary
Disposition for
Squatters Cases

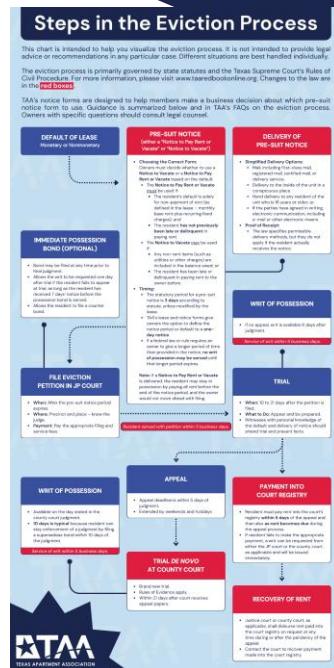
More Efficient
Court
Timelines

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Revised Eviction Process Chart

A walk through the eviction process:

- Default of lease
- Pre-suit notice
- Delivery of pre-suit notice
- Immediate Possession Bond
- Filing the eviction in justice court
- Trial
- Writ of possession
- Appeal
- Payment into court registry
- Trial de novo at county court
- Recovery of rent



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Pre-Suit Notices

Two types of notices:

1. Notice to Pay Rent or Vacate:

- Evictions based **solely on nonpayment of rent** AND residents who were not late or delinquent in paying rent to the landlord before the month in which was given

2. Notice to Vacate:

- If the resident has been late or delinquent in paying rent before the month in which notice was given, (2) if there's a non-monetary default, OR (3) if the default is monetary but not based solely on nonpayment of **rent**

- What is “rent”?
- What does “before” mean?



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Notices:

■ Pre-Suit Notice

- The CARES Act and the TPC Statute, as amended ((24.005(c-1))
- Computation of Time (24.0042 and 24.005(a))

Other Key Process Changes

1. Delivery methods are streamlined, and email notice is allowed
 - o If the resident actually receives the notice, then delivery requirements do not apply.
2. Alternate service of citation AND writ allowed if not served in 5-business-days
3. Uniform 21-day appeal and rent-deposit requirements
4. Issuance of writ is a ministerial act
5. LL may amend an eviction petition to meet the requirement of the Texas Rules of Civil Procedure and avoid dismissal of an eviction petition under Texas Property Code Section 24.00506.

Notice to Pay Rent or Vacate (NTP)

Highlights:

- Only required if the resident has not been late in any previous month AND the default is based solely on non-payment of Rent (monthly base rent + recurring fixed charges)
- No blank for amount owed
- Defaults to a 1-day notice if other timing option is not filled in

➤ **Remember:** Delivery options are modernized to include electronic/mail/hand-delivery

NOTICE TO PAY RENT OR VACATE

TO Resident(s): _____ Date: _____

and all other occupants.

ADDRESS: _____

(Street address and dwelling unit number, if applicable)

(City, State, Zip) _____

FROM (Owner): _____

Re: Notice to Pay Rent or Vacate under the TAA Lease (the "Lease") between Resident(s) and Owner named herein

Dear Resident(s):

1. Reason for this Notice. You are delinquent or late paying Rent under the Lease.

2. Unconditional Demand to Pay Rent or Vacate. Because of your default, demand is hereby made that you either: (i) pay Rent in full (as of the date of payment); or (ii) vacate the leased premises.

If within _____ day(s) (if this is not filled in, then it will be 1 day) from the date of this notice you do not either pay the full amount of Rent you owe as of the date of payment or vacate the leased premises, your right to possession of the leased premises is terminated without further notice and we may file a forcible detainer (eviction) against you in Justice Court.

Other amounts you owe under the Lease (late fees, utilities, etc.) may also be due—contact management for your full account balance. We reserve the right to apply all payments pursuant to the Lease.

3. Additional Notice. You remain responsible for all Rent and other amounts you owe under the Lease. Delay or our decision not to file an eviction immediately does not waive any rights of the Owner. Unless otherwise indicated, the term "Rent" as used in this Notice is as defined by the Lease and the term "leased premises" as used in this Notice is the apartment or other dwelling identified in the Lease.

Signature of Owner or Owner's representative _____
Printed name _____
Phone number _____
Email address _____

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Notice to Pay Rent or Vacate

Dear Resident(s):

1. **Reason for this Notice.** You are delinquent or late paying Rent under the Lease.

2. **Unconditional Demand to Pay Rent or Vacate.** Because of your default, demand is hereby made that you either: (i) pay Rent in full (as of the date of payment); or (ii) vacate the leased premises.

Other amounts you owe under the Lease (late fees, utilities, etc.) may also be due—contact management for your full account balance. We reserve the right to apply all payments pursuant to the Lease.

If within _____ day(s) (if this is not filled in, then it will be 1 day) from the date of this notice you do not either pay the full amount of Rent you owe as of the date of payment or vacate the leased premises, your right to possession of the leased premises is terminated without further notice and we may file a forcible detainer (eviction) against you in Justice Court.

3. **Additional Notice.** You remain responsible for all Rent and other amounts you owe under the Lease. Delay or our decision not to file an eviction immediately does not waive any rights of the Owner. Unless otherwise indicated, the term "Rent" as used in this Notice is as defined by the Lease and the term "leased premises" as used in this Notice is the apartment or other dwelling identified in the Lease.

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Notice to Vacate (NTV)

Highlights:

- Use if the resident has been late or delinquent in any previous month, for non-monetary defaults or monetary defaults NOT solely based on the non-payment of Rent (such as utilities)
- No blank for amount owed
- Defaults to a 1-day notice if other timing option is not filled in

NOTICE TO VACATE

TO Resident(s) _____ Date _____

and all other occupants.

ADDRESS: _____

(Street address and dwelling unit number, if applicable)

(City, State, Zip) _____

FROM (Owner): _____ Re: Notice to Vacate under the TAA Lease (the "Lease") between Resident(s) and Owner named herein

Dear Resident(s):

1. Reason for this Notice:

- You are currently delinquent or late in paying Rent and were previously delinquent or late in paying Rent before the month in which this notice is given; **OR**
- You are currently delinquent or late in paying sums other than Rent due under the Lease (such as late fees, utilities, or other charges not included in Rent); **OR**
- You have violated the Lease as follows:

2. Unconditional Demand for Possession: Because of your default, your right to possession of the leased premises is terminated under the Lease and Texas law. Demand for possession is hereby made. You must vacate the leased premises within _____ day(s) from the date of this notice (if this is not filled in, then it will be 1 day). If you fail to vacate within that time, we may file a forcible detainer (eviction) action against you in Justice Court.

3. Additional Notice: You remain responsible for all Rent and other amounts owed under the Lease. Our delay or decision not to file an eviction immediately does not waive any rights of the Owner. Unless otherwise indicated, the term "Rent" as used in this notice is as defined by the Lease and the term "leased premises" as used in this notice is the apartment or other dwelling identified in the Lease.

Signature of Owner or Owner's representative _____
Printed name _____
Phone number _____
Email address _____

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Notice to Vacate

1. Reason for this Notice:

- You are currently delinquent or late in paying Rent and were previously delinquent or late in paying Rent before the month in which this notice is given; **OR**
- You are currently delinquent or late in paying sums other than Rent due under the Lease (such as late fees, utilities, or other charges not included in Rent); **OR**
- You have violated the Lease as follows:

2. Unconditional Demand for Possession:

Because of your default, your right to possession of the leased premises is terminated under the Lease and Texas law. Demand for possession is hereby made.

You must vacate the leased premises within _____ day(s) from the date of this notice (if this is not filled in, then it will be 1 day). If you fail to vacate within that time, we may file a forcible detainer (eviction) action against you in Justice Court.

3. Additional Notice:

You remain responsible for all Rent and other amounts owed under the Lease. Our delay or decision not to file an eviction immediately does not waive any rights of the Owner. Unless otherwise indicated, the term "Rent" as used in this notice is as defined by the Lease and the term "leased premises" as used in this notice is the apartment or other dwelling identified in the Lease.

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TAA Lease Form Revisions

Highlights:

- Launched today in TAA's Click & Lease platform
- Aligns with SB 38
- Adds default resident consent to electronic proceedings
- Adds email as agreed-upon NTV delivery method
- Aligns notice structure and definitions

NOTE:
Members may still be using the previous lease, which is still valid and includes an agreement for electronic notice.



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Key Lease Changes

Electronic Notice

21. Notices. Written notice to or from our employees, agents, or management company constitutes notice to or from us. Notices to you or any other Resident of the apartment constitute notice to all Residents. Notices and requests from any Resident constitute notice from all Residents. Only a Resident may give notice of Lease termination and intent to move out under Par. 7.3. All notices and documents will be in English and, at our option, in any other language that you read or speak.

21.1. Electronic Notice. If allowed by law and in accordance with this Lease, we may give you notice electronically, by email, by phone, or by delivery to your physical address.

You agree that electronic or emailed notices **from us to you** may include, without limitation, a Notice to Pay Rent or Vacate or a Notice to Vacate. Electronic or emailed notice **from you to us** must be sent to the email address and/or resident portal specified in this Lease. You represent that you have provided your current email address to us during the rental application process, and agree we may use that address or any updated address you later provide in writing, for all notices and communications permitted under this Lease. You must notify us in writing if your email address changes.

21.2. Resident Email for Notices. You further agree that the email address you provided in the rental application process or any other email address that you have used to communicate with us may be used for receiving a Notice to Vacate or Notice to Pay Rent or Vacate, in addition to all other notices under this Lease. You may update the email address in your application only by providing written notice to us of the new email address. Any notice sent to the email address you designated in your rental application or to any other email address you have used to communicate with us will be considered delivered when sent.



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Overview of Lease Changes

Evictions: Notices and Timing

23.2. Eviction. *If you default, including holding over, we may end your rights of occupancy and possession by giving you at least a 24-hour written Notice to Vacate or written Notice to Pay Rent or Vacate, either of which may be given by any method allowed under law, including email and other electronic means. Any notice period in a notice to vacate or notice to pay or vacate that ends on a Saturday, Sunday, or state or federal holiday will be shortened to end on that day – it will not be extended to the next business day.*

Termination of your possession rights doesn't release you from liability for future Rent or other Lease obligations. *After giving Notice to Pay Rent or Vacate (if you don't timely pay) or Notice to Vacate or filing an eviction suit, we may still accept Rent or other sums due; the filing or acceptance doesn't waive or diminish our right of eviction or any other contractual or statutory right.* Accepting money at any time doesn't waive our right to damages, to past or future Rent or other sums, or to our continuing with eviction proceedings. In an eviction, Rent is owed for the full rental period and will not be prorated.



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Overview of Lease Changes

Addition of NTP to Holdover Explanation

23.4. Holdover. You and all occupants must vacate and surrender the apartment by or before the date contained in: (1) your move-out notice (2) our Notice to Pay Rent or Vacate (*if you don't timely pay*) or our Notice to Vacate, (3) our notice of non-renewal, or (4) a written agreement specifying a different move-out date. If a holdover occurs, then you'll be liable to us for all Rent for the full term of the previously signed lease of a new resident who can't occupy because of the holdover, and at our option, we may extend the Lease term and/or increase the Rent by 25% by delivering written notice to you or your apartment while you continue to hold over.



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Overview of Lease Changes

Electronic Court Appearances

23.6. Electronic Court Appearances. You agree that, to the extent permitted by law, any court proceeding (including an eviction case) related to this Lease may be conducted by videoconference, teleconference, or other available electronic means. Nothing in this paragraph limits either party's right to request or agree to an in-person appearance in a specific proceeding.



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Overview of Lease Changes

Addition of NTP to Surrender Explanation

27. Surrender and Abandonment. You have **surrendered** the apartment when: (A) the move-out date on your notice to us, the non-renewal sent to you, or the Notice to Pay Rent or Vacate or Notice to Vacate date has passed and no one is living in the apartment in our reasonable judgment; **or** (B) apartment keys and access devices listed in Par. 2.1 have been turned in to us—whichever happens first.



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Proposed amendments to Texas Rules of Civil Procedure

1. TRCP amendments should reflect the intent of SB 38.
2. Texas Property Code Section 24.0043(a) stipulates that only the legislature may modify or suspend procedures prescribed in Chapter 24.
3. TAA is reviewing proposed rules and submitting comments to ensure alignment with state law.



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SB 38: Effective January 1, 2026

Resources:

- REDBOOK Online
 - <https://www.taaredbookonline.org/>
 - Email communications@taa.org for complimentary access to TAA REDBOOK Online
- SB 38 Two-Pager
 - Available on TAA's website

Thank You!

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